



Request for Proposals for Long Term Disability (LTD) Benefits

**County of San Bernardino
Human Resources Department
Employee Benefits and Services Division
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415-0440**

RFP # HRD 03-022

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I. INTRODUCTION

A. Purpose

The County of San Bernardino, hereafter referred to as the "County," is seeking proposals from interested and qualified organizations and firms to provide Long Term Disability benefits to its employees and their qualified dependents.

B. Period of Contract

The term of any contract awarded as a result of this Request for Proposals will be for three (3) years beginning on December 13, 2003 and ending on December 12, 2006.

1. The County solely within its discretion, reserves the right to negotiate an extension of the contract for three (3) additional years.
2. The County is hereby given authority to negotiate an extension of this contract as stated above in paragraph B.1, exercise cancellation, and approve all changes to the scope of this contract as it is deemed necessary to provide adequate benefits and services.

C. Minimum Proposer Requirements

All Proposers must:

1. Be legally authorized to do business in the State of California and provide documentation to this effect in the proposal.
2. Have specific expertise in providing Long Term Disability (LTD) benefits to large employer groups (in excess of 1,000 employees).
3. Be able to meet the Scope of Services requirements outlined in Section IV, Scope of Work, of this RFP.
4. Provide a minimum of three (3) current references of 1,000 employees or more for each type of coverage for which your organization is quoting. Provide name, address, title, company and phone number for each reference.
5. Provide a minimum of three (3) references of 1,000 employees or more who have recently terminated your organization for each type of coverage for which your organization is quoting. Provide name, address, title, company and phone number for each reference.
6. Meet other presentation and participation requirements listed in this RFP (e.g. interview, on-site visit, or negotiations).

7. Agree to comply with all of the County's contractual terms and conditions as shown in Section V, Contract Requirements, of this RFP or provide specific concerns regarding the Contract Requirements contained in Section V.

D. Correspondence

All written correspondence and other communications, **including proposals**, are to be submitted to:

Tina Anastasiow
Mercer Human Resource Consulting
1100 Town & Country Road, Suite 1500
Orange, CA 92868
tina.anastasiow@mercer.com
(714) 648-3361
Fax: (714) 285-0545

E. Questions

Questions regarding the contents of this proposal must be submitted in writing (via email or facsimile) on or before 4:00 p.m. (Standard Pacific Time) on July 8, 2003, and directed to the individual listed in paragraph D above. Questions submitted will be answered no later than 5:00 p.m. on July 17, 2003. Responses will be provided to all Proposers to whom the RFP has been issued, and will be posted to the County website at: <http://www.co.san-bernardino.ca.us/rfp/>.

F. Admonition to Proposers

As of the issuance of this RFP, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Paragraph D and E above.

G. Proposal Submission Deadline

All proposals must be received no later than **4:00 p.m. (Standard Pacific Time) on August 1, 2003**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. One (1) original and four (4) copies of the proposal, including a copy on diskette, must be received by the deadline of 4:00 p.m. (Standard Pacific Time) on August 1, 2003 by:

Tina Anastasiow
Mercer Human Resource Consulting
1100 Town & Country Road, Suite 1500
Orange, CA 92868

II. PROPOSAL TIMELINE

The proposed timeline for this RFP for LTD Benefits is:

A. Release of RFP	June 10, 2003
B. Deadline for submission of questions	4:00 p.m. (Standard Pacific Time), July 8, 2003
C. Deadline for responses to questions	July 17, 2003
D. Deadline for fax reply form (Exhibit 8)	July 26, 2003
E. Deadline for proposals	4:00 p.m. (Standard Pacific Time), August 1, 2003
F. Interview date	August 28, 2003
G. On-site visits	September 11, 2003
H. Tentative Proposer selection by Board of Supervisors	November 18, 2003
I. Effective date of Contract	December 13, 2003

The proposal timeline is subject to change at the sole discretion of the County. **Please note that all Proposers are expected to have the appropriate staff available for finalist presentations (Interview date) indicated above.**

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County also reserves the right to terminate or cancel this RFP at any time if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County terminates this RFP or rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments or change the timelines to this RFP. All firms provided a RFP will be notified in writing of any modifications made by the County to this RFP.

C. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance up to November 18, 2003.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers' responsibility to ensure that their proposals arrive on or before the specified date and time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request, and Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.

F. Negotiations

The County may require the Proposer(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposal as may result from negotiations.

G. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

H. Final Authority

The final authority to award a contract(s) as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. SCOPE OF WORK

A. Definitions

1. **The Board.** The Board of Supervisors of the County of San Bernardino is the policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.
2. **Contractor.** The Proposer(s) selected by the County to provide LTD benefits as a result of this Request for Proposals.
3. **County.** The County of San Bernardino is a local governmental agency in Southern California.
4. **Employee Benefits and Services Division (EBSB).** A division of the County's Human Resources Department responsible for the design, implementation, and on-going administration of the County's various employee benefit plans and programs.
5. **Exempt Employee.** The County uses this term to mean all officials and employees who are provided County Exempt Group Benefits. The Exempt Group includes elected County officials and their staff, County Administrative Officer and staff, County Counsel and staff, department heads and their secretaries, departmental division chiefs, and Human Resources officers/analysts and division secretaries for the Department of Human Resources.
6. **Proposer.** Any private for-profit organization, private non-profit organization, corporation, individual, or other public or private agency or institution(s) submitting a proposal in response to the Request for Proposals for Long Term Disability (LTD) Benefits, RFP # HRD 03-022.

B. Background

San Bernardino County encompasses approximately 20,000 square miles, the largest county geographically in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.7 million, the majority of which is located in the southwest portion of the County. In order to provide adequate service to its citizens, the County has offices located throughout the County, often separated by extensive distances.

Overall, the County provides an array of comprehensive benefit plans and programs to approximately 18,000 employees plus their eligible dependents. Long Term Disability benefits have been offered to Exempt employees since 1985. Currently there are approximately 550 employees enrolled in the plan. The plan is 100% paid for by the employer. This program is fully insured and is offered through The Canada Life Assurance Company.

The County is committed to providing its employees with comprehensive, high quality and cost-effective employee benefit plans and programs that provide optimum value to both the County and its employees. Hence, the County solicits proposals every three (3) years for its benefit programs to insure this commitment is met. The County expects providers to help stabilize and control plan costs while maintaining future cost increases in this manner.

C. County of San Bernardino Objectives

The County seeks to establish a long-term partnership with a LTD firm to provide support and service which contributes to the achievement of the following goals:

- Competitive cost and benefit provisions.
- Efficient claim processing and timely benefit payments.
- Proactive and effective management of disability to maximize employee productivity.
- Strong account management and customer service.
- Be consistent with current industry customs and practices in terms of benefit end dates.
- Money saving alternatives such as including Workers' Compensation offset.

D. Scope of Services

Proposers are asked to specify their ability to meet the requirements as listed in Exhibit 3 — Current Plan Designs. These are considered the minimum set of benefits and services to be offered through the LTD plan. Proposers must clearly identify any differences, exclusions, or exceptions to the minimum benefits and services.

V. CONTRACT REQUIREMENTS

A. General

The firm selected will be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County. In the performance of the Contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the County.
2. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County.
3. Change of Address. Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
4. Contract Assignability. Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
5. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County's Human Resources Department. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
6. Copyright. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Contractor shall receive written permission from the County prior to publication of said materials.
7. Conflict of Interest. Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award

of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

8. Confidentiality. Contractor acknowledges that all information made available by the County about its employees is confidential. Contractor agrees that it will not distribute, disclose or release to any third party any such information except as may be necessary to the performance of services hereunder either during or at any time after the term of the Contract, except upon the prior written approval of the County.
9. Records. Contractor shall maintain all records and management books pertaining to accountability for Contract performance.

Records should include, but are not limited to, fiscal records and shall be kept in accordance with generally accepted accounting principles.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

10. Licenses and Permits. Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
11. Recycled Product Procurement Policy. Contractor agrees to comply with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors, and other entities or organizations doing business with the County."
12. Americans with Disabilities Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
13. Notification Regarding Performance. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone.

14. Contract Amendments. Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the County Board of Supervisors.
15. Venue. The venue of any action or claim brought by any party to enforce the provisions of this Contract shall be San Bernardino County. Each party hereby waives any law or rules of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.
16. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
17. Release of Information. No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
18. Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

Proposer shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

The County, by written notice, may immediately terminate or reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Employment of Former County Officials. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
20. Contract Compliance. Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the County of San Bernardino at (909) 387-2165.
21. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against party hereto and payable under Section V, subsection B.1, Indemnification.
22. Jury Trial Waiver. Contractor and County hereby waive their respective right by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor for any matter arising out of, or in any way connected with this Contract, the relationship of the Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
23. Term of Contract. The term of this contract will be for a period of three years, beginning on December 13, 2003 and ending on December 12, 2006. Thereafter, the contract may, at the exclusive right of the County, be

renewed for an additional three-year period, beginning on December 13, 2006 and ending on December 12, 2009. Notwithstanding the foregoing provisions, this Contract may be terminated earlier as follows:

- a. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
- b. The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County's receipt of an invoice.
- c. The Contract may be terminated by the Contractor with cause if the County fails to pay the fees and/or premiums in the amount and manner required by the approved Contract provided the County has been duly notified of such failure subject to thirty (30) days notice to cure such breach.
- d. The Director of Human Resources has full discretion and authority to exercise County termination rights under the Contract.

B. Indemnification and Insurance Requirements

1. Indemnification. Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law.
2. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
 - a. Workers' Compensation. A program of Workers' Compensation Insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollar (\$250,000) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are

defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. Errors and Omissions Liability Insurance. Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage, and three million dollars (\$3,000,000) in the aggregate; or
 - d. Professional Liability. Professional Liability insurance with limits of at least one million dollars (\$1,000,000) per claim.
3. Additional Named Insured. All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights. Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage. Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder; these certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time

Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor. The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Contractor under this Contract or otherwise.

2. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3)

years after final payment under the Contract or until all pending county, state and federal audits are completed, whichever is later.

D. Gratuity

Contractor shall not offer or otherwise distribute any bonus, gratuity or other payment to any County officer, employee, subscriber, or group of subscribers for the purpose of inducing enrollment or to existing subscriber or group of subscribers for the purpose of inducing the continuation of enrollment.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all appendices, exhibits, attachments, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described in Subsection C, Proposal Format, of this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. All proposals and materials submitted become the property of the County for their use and disposition. All proposals received are subject to the California Public Records Act.
4. Proposer will be bound by the terms and conditions of the original proposal that is submitted to Mercer Human Resource Consulting (Mercer) on behalf of the County by Proposer's organization, as well as any follow-up information or correspondence transmitted to the County or Mercer during the proposal process.
5. All responses to this Request for Proposals shall become the exclusive property of the County. At such time as County recommends any Contractor to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the Contractor as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a Contractor desires not be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a Contractor shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the **disclosure of any such records, or parts thereof**, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

6. Proposer must respond to all questions in their entirety. Proposers' questionnaire responses should include a re-statement of the question followed by their response. Do not refer to attachments unless requested. A diskette is enclosed which contains the RFP questions for Proposers' convenience in responding.
7. Proposer must maintain full and accurate records with respect to all matters and services provided to the County.
8. The contents of the proposal of the successful Proposer will become contractual obligation, and failure to accept these obligations in a contract may result in cancellation of the award.
9. Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County for that period. Key personnel must respond to the County within two (2) County business days.

B. Rates and Services

1. All rates must be guaranteed for at least three (3) years and cannot be adjusted unless requested by the County.
2. All rates should **exclude commissions**.
3. Proposals must be prepared using the current plan designs provided in Exhibit 3. Any deviations from these plan designs must be due to inability to match requested design **and must be accompanied by a side-by-side comparison of benefits**.
4. All Exhibits must be completed in their entirety for each type of coverage for which you are quoting.

5. Proposal must quote services for a LTD plan.
6. The current carrier will be responsible for any disabilities commencing prior to the effective date of the new plan.
7. Proposer agrees to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for all active employees and employees on leave of absence. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply, to any person covered as of December 13, 2003. You must accept the current enrollment or participation levels.

C. Proposal Format

Response to this Request for Proposals must be in the form of a proposal package, which must be submitted in the following format:

1. Cover Page. Submit RFP coversheet and a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposals for Long Term Disability (LTD) Benefits, RFP # HRD 03-022.
 - b. Clearly indicate the name of the responding organization, as well as the name, title, address and telephone number of the primary contact at your organization for this proposal. Also, any sub-contracting agreements must be clearly stated.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Statement of Certification. Include the following in this section of the proposal:
 - a. A concise statement of the services proposed.
 - b. A statement that the offer made in the proposal is firm and binding until December 13, 2003.
 - c. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other

- prospective Proposer or competitor for the purpose of restricting competition.
- d. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - e. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
 - f. A statement that the Proposer, if selected, will comply with all applicable contract requirements, rules, laws and regulations.
 - g. A statement that the Proposer agrees to respond to any reasonable inquiry made by the County or Mercer for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
3. Statement of Qualifications. Include the following in this section of the proposal:
- a. Resume. Proposer will provide a resume for each individual who would be providing services to the County.
 - b. References. List the three (3) most progressive and innovative public sector clients whom you now work with or have worked with in the last five (5) years. Please give the full name of each public entity, their phone number, and the person the County may contact who worked directly with your firm in overseeing the services you provided. Also provide three (3) clients to whom you no longer provide services, giving the full name of each entity, their phone number, and the person the County may contact who worked directly with your firm.
 - c. Financial Information. Proposer will provide the Company's Annual Report for the last two (2) years. Proposer must also include independently audited financial statements for the last two (2) fiscal years. If audited financial statements are not available, please provide:
 - (1) Unaudited financial statements along with a certification from the firm's owners and the firm's accountant that the information accurately reflects the firm's current financial status; or

- (2) If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the firm's owner and firm's accountant that the information accurately reflects the business' current financial status.

4. Proposal Description. Proposal shall include the following:

- a. Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. It should also include a statement that the Proposer will provide all of the services included in Section IV, Scope of Work. If the Proposer is unable to provide any of the particular services listed in the scope of services, they must so indicate by describing which service(s) they are unable to provide.
 - b. Complete responses to questions in Exhibit 1 — Questionnaire. The entire RFP, including the Questionnaire, is included on the enclosed diskette.
 - c. A proposed Transition Schedule to be used in implementing services during the take-over of existing services if necessary.
 - d. Explanation of any assumptions and/or constraints.
 - e. A copy of your sample contract. The contract must contain all of your proposed language.
5. Cost. Include in this section the proposed premium rates for your firm's LTD plan. Proposed rates should be based on: (1) the eligibility rules shown in Exhibit 2, (2) the current benefits shown in Exhibit 3, and (3) rates excluding commissions. Please use the format shown in Exhibit 6, Proposed LTD Rates, for your cost proposal(s). A copy of Exhibit 6 is included on the enclosed diskette.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

Proposals will be evaluated in part based on the County's and Mercer's rating of your answers to the Questionnaire and Proposed LTD Rate Exhibits. A primary consideration shall be the effectiveness of the Proposer to deliver the programs described in this RFP.

An Evaluation Committee will review the proposals and interview, at a minimum, the top three Proposers. The Evaluation Committee will recommend the

proposal that best meets County employees' needs. The Human Resources Director will make the final recommendation to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

1. Initial Review. All proposals will be initially evaluated to determine if they meet all of the requirements as stated in this RFP, including the Minimum Proposer Requirements as outlined in Section I, Introduction, Subsection C, Minimum Proposer Requirements.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Financial Review. All financial data submitted as part of the Proposal will be reviewed by the County's Auditor/Controller for financial stability. This determination will be on a pass/fail basis.
3. Technical Review. Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Qualifications and experience in LTD benefits to similar employer groups, including network considerations.
 - b. Procedures and systems for record keeping and other aspects of the firm's business operations.
 - c. The range and quality of services offered.
 - d. Cost of services provided.
4. Interview. Proposers selected as finalists based on the initial, financial, and technical review of their proposal must attend an interview during which time they will be asked questions that will further clarify their ability to meet the County's program needs.
5. Final Selection. Final selection will be based on determining which proposal will best meet the needs of the County as described in this RFP.

C. Disputes Relating to RFP Response Process

In the event a dispute arises concerning the RFP process, the party wishing resolution of the dispute shall submit a request in writing to the Director of

Human Resources. The Director of Human Resources or his/her designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The decision of the Director of Human Resources shall be final with respect to matters of fact.

All appeals must be submitted to:

Marcel Turner, Director
County of San Bernardino
Human Resources Department
Attn: RFP # HRD 03-022
157 West Fifth Street, First Floor
San Bernardino, CA 92415-0440

Grounds for an appeal are that the County failed to adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of state or federal law. Appeals will not be accepted on any other grounds.

EXHIBIT 1 —QUESTIONNAIRE

This Questionnaire addresses the major aspects of the County's Long Term Disability (LTD) Benefits. Answer only the questions asked. Please refrain from making references to other preprinted materials, marketing and sales types of information unless the question specifically refers to such items. Your responses must relate to the facts requested. Your responses must reflect your organization's current personnel and practices.

The accuracy and completeness of this information will be weighed heavily in the County's evaluation of the responses.

Repeat the question (including question number) and show your answer after each question.

I. COMPANY OVERVIEW

1. Provide the full name of your organization.
2. How long has your organization been in operation? How many covered lives/what covered volume does your organization have for each coverage you are quoting?
3. Provide the names, roles and general background of the team members that will be assigned to the County.
4. Please describe any features of your organization that distinguish it from your competitors.
5. Describe any merger/acquisition plans or other major organizational changes under consideration by your company.
6. Provide your most recent financial ratings (i.e., Moody's, AM Best, Standard & Poor's, etc.).
7. Please submit a copy of your two (2) most recent annual reports.
8. Describe any current or pending litigation involving your organization.
9. Do you currently provide LTD benefits for any large employers in San Bernardino County? If so, what are your five (5) largest accounts?
10. List any other county/government entities in California that offer LTD benefits through your firm.
11. How is your company licensed in the States of California, Arizona, and Nevada?

II. ADMINISTRATION

1. Please explain your capabilities regarding communication of plan offerings to County employees. Will there be any cost for these services and materials beyond the quoted monthly premium? Include samples of communication materials that are available to the County.
2. Confirm that you agree to County approval of all communication materials to County employees/beneficiaries prior to distribution.
3. Will you prepare and print a summary plan description or certificate booklet at no cost to the County, according to County specifications? Can you also provide an electronic copy?
4. Are you willing to distribute summary plan descriptions (SPD)/certificate booklets to each new participant upon enrollment? If so, please indicate the timing of mailing the information to each new participant and any cost associated with this service.
5. Provide a sample of the policy you will use for the County. Tell us how many policies you believe will be required for the requested LTD plan.
6. The County will require a month-by-month report of paid premiums and paid claims on a quarterly, annual, and "as needed" basis, by coverage, including an individual claim listing report. Can you provide these reports?
7. Please list and describe any other reports available to the County that are included in quoted rates.
8. Your proposed rates should be based on a 31-day grace period. Are you willing to allow a 60-day or a 90-day grace period, without an additional charge?
9. Please confirm your agreement to a "self-administered" premium reporting procedure. Are you able to accept premium payments on a biweekly basis?
10. Are you able to prepare and distribute W-2's directly to disability claimants? If yes, is there any cost associated with this service?

III. CLAIMS PROCEDURES

1. Describe how you determine if an initial disability exists. Does your procedure differ for any specific type of claims (i.e., mental health disorders, self reported, etc.)?
2. Please describe the intake modalities that are available for LTD claims (telephonic, fax, web, etc.).
3. Describe your claims process from intake to the time the employee returns to work or ceases to be eligible for benefits. What information do you expect from the County throughout the process?
4. Provide a sample copy of your claim form, evidence of insurability form, and any other forms your firm expects from a claimant.
5. How frequently do you request follow-up evidence on continuing disabilities once they are approved? If doctor or hospital records are requested, do you charge an additional fee?
6. To what extent do clinicians (physicians and/or nurses) review clinical information provided? Do they contact the provider directly to confirm or question information provided? Are these inquiries telephonic or in writing?
7. Please describe your Social Security advocacy program. Specifically detail the nature of the assistance you provide the employee (i.e., at which level of appeal you provide assistance) and your rates of success. Do you outsource any of these activities? If so, please outline the activities and identify the organization(s). Please specify if you deduct Social Security offsets prior to the claimant's actual receipt of these funds.
8. What taxes, if any, are withheld from disability payments made to claimants? What is your firm's process for employees who reach certain tax maximums (FICA, FUTA, etc.) so that overpayment does not occur? For example, do you request year-to-date tax balances from the employer when a claim is initiated?
9. What is your approach to vocational rehabilitation?
10. What "return to work incentives" or workplace accommodation services are you willing to provide?
11. What is your LTD definition for a recurring disability or relapse?
12. Describe your overpayment recovery processes. Do you routinely include overpayment recovery agreements in your LTD application or introductory packet?

13. Describe how you determine if a claim requires an Independent Medical Exam, and how often (percentage of cases) you request these exams. Is any additional cost associated with these exams?
14. Provide the following performance standards for the last twelve (12) months for the claim office where claims for the County will be administered:
 - Number of days from initial claim intake to mailing of initial claim packet.
 - Number of days from receipt of medical information to claim determination.
 - Percentage of claims with initial payment issued within thirty (30) days from initial claim's receipt.
 - Percentage of claims appealed
 - Percentage of claims denied.

EXHIBIT 2 — ELIGIBILITY RULES

Exempt Group employees are eligible for LTD benefits beginning on the first day of the pay period following completion of one pay period provided that they:

- work at least 41 hours;
- work at least 40 hours per pay period on a regular basis; and
- are actively at work.

Each employee who becomes a member of this class may be insured on the first day of any pay period thereafter, provided they meet all of the above conditions.

Coverage terminates upon separation from employment or on the day an employee ceases to be part of the covered class.

EXHIBIT 3 — CURRENT PLAN DESIGNS

Below is a summary of current benefits. More detailed information is included under Exhibit 7 – Current Policy and Plan Information.

SCHEDULE

Description		Amount of Insurance*
3 A	County Administrative Officer	60% of the employee's monthly earnings, up to a maximum \$5,000 monthly benefit; \$100 minimum monthly benefit
3 B & C	Other Exempt Employees	60% of the employee's monthly earnings, up to a maximum \$3,000 monthly benefit; \$100 minimum monthly benefit

MAXIMUM BENEFIT PERIOD

Age at Date of Disability	Maximum Benefit Period
Under 65	To age 65, a minimum of 60 monthly income benefit payments will be made
65 – 68	To age 70, a minimum of 12 monthly income benefit payments will be made
69 and over	12 monthly income benefit payments

PLAN PROVISIONS

- Elimination period: the longer of 90 days or expiration of STD, accumulated sick leave or salary continuation.
- The LTD benefit is based on the employee's monthly earnings in effect prior to disability (not to exceed benefit maximums).
- LTD premiums are waived while employees receive LTD benefits.
- 24-month limitation on mental health and substance abuse with certain exceptions for facility/hospital confinement, re-confinement, and continued disability (see policy).
- Benefits are offset by payments received from retirement plans, life insurance policies, Social Security (primary and family), Workers' Compensation, and any other group disability plan for which the employer has paid any part of, and the County.

- General exclusions include (a) intentionally self-inflicted injury while sane or insane, (b) an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature, (c) taking part in a riot or civil commotion, (d) committing or attempting to commit a felony, or engaging in an unlawful act or illegal occupation, or committing or provoking an unlawful act, (e) committing or attempting to commit an assault, and (f) any sickness or injury arising in the course of any occupation or employment for which you receive benefits under any Worker's Compensation Act or similar law.
- Pre-existing condition exclusion for any injury, disease, sickness, pregnancy or mental disorder for which the employee visited or consulted a physician, hospital or medical facility or for which the employee took clinical tests or received treatment within 90 days prior to the date on which you become insured under the policy (no exclusion if elimination period for disability begins after employee has been insured under policy for at least 12 months).
- Plan carries a rehabilitation feature (see policy – Exhibit 7).
- Fully insured Long Term Disability plan.
- Coverage is 100% County-paid.
- See attached policies (Exhibit 7) for definitions and plan provisions for disabled, disability, recurrent disability, and concurrent disability.

Note: The County administers an in-house Short-Term Disability (STD) plan that covers the first 90 days of disability.

EXHIBIT 4 — EXPERIENCE INFORMATION

Experience

Experience Period	Payroll Rate/ \$100 of C.P.	Estimated Earned Premium	Adjusted Earned Premium	Paid Claims on an Incurred Basis	Disabled Lives Reserve
Jan/01/02 to Sep/30/02	.49	97,618	97,618	10,903	0
Jan/01/01 to Dec/31/01	.546	130,157	116,807	1,200	61,199
Jan/01/00 to Dec/31/00	.546	130,156	116,807	33,757	0
Jan/01/99 to Dec/31/99	.546	130,156	116,807	0	0
Jan/01/98 to Dec/31/98	.546	118,044	105,937	0	0
Totals		606,131	553,976	45,860	61,199

Reserve for Incurred but Unreported Claims: \$65,076

Disabled Lives Reserve: \$61,199

Incurred Claims: \$172,135

Incurred Loss Ratio over last 57 months: .31

Manual Rate: .554

Credibility: 33%

Active Claims as of 10/31/02

	Date of Birth	Date of Disability	Gross Benefit	Net Benefit	Disabled Lives Reserve
Employee 1*	10/23/1946	10/10/1987	\$1,600	\$457	\$37,267
Employee 2	10/28/1942	1/19/2002	\$2,019	\$2,019	\$61,199

*Not included in experience period

Demographic Information

	Current Policy Year	Prior Policy Year
Payroll Volume (monthly covered payroll)	\$1,986,522	\$1,986,522
Enrollment	556	556

EXHIBIT 5 — CENSUS DATA

Enclosed with this RFP is a diskette containing current census data in MS Excel format. Below is a list of the data elements included in the file:

- a. Date of hire
- b. Date of birth
- c. Gender
- d. Department/Union Code
- e. Job title
- f. Annual salary
- g. LTD plan class/benefit level

EXHIBIT 6 — PROPOSED LTD RATES

Please complete all rate exhibits.

LTD Plan Benefit Level*	# of Employees by LTD Plan Benefit Level	Rate (per \$100 of covered payroll)	Assumed Volume (covered payroll)
3 A			
3 B & C			

**See schedule under Exhibit 3 for benefit levels by employee category*

Proposed rates are guaranteed for a period of _____ years.

EXHIBIT 7 — CURRENT POLICY AND PLAN INFORMATION

EXHIBIT 8—FAX REPLY FORM

Fax this completed form by July 26, 2003 to:

Tina Anastasiow
Mercer Human Resource Consulting
Phone (714) 648-3361
Fax (714) 285-0545

Re: **County of San Bernardino**
Request for Proposals (RFP) for Long Term Disability (LTD) Benefits, RFP #
HRD 03-022

We have reviewed the above-referenced RFP for Long Term Disability (LTD) Benefits and:

- ☐ will submit a proposal by August 1, 2003
- ☐ will not submit a proposal for the following reasons (attach additional sheets if necessary):

Signature

Name (Please Print)

Title

Company

Phone Number

E-mail Address

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
F	10/1/1961	EXM	Deputy County Counsel IV	52.23	EXC	12/19/1998	40
M	2/9/1969	EXM	Deputy County Counsel IV	42.86	EXC	1/2/1999	40
F	7/30/1969	EXM	Executive Secretary II	16.09	EXC_C07	1/2/1999	40
F	6/16/1955	EXM	Administrative Analyst II (K)	28.21	EXC	1/16/1999	40
F	12/5/1974	EXM	Human Resources Analyst Trainee	16.9	EXC_C07	1/16/1999	40
M	12/29/1960	CEX	Court Personnel Supervisor	18.36	CRT_EXC	2/13/1999	40
M	12/29/1967	EXM	Deputy County Counsel IV	52.23	EXC	2/27/1999	40
F	2/5/1976	EXM	Executive Secretary I	14.95	EXC_C07	3/27/1999	40
F	11/10/1934	EXM	Dep Director Preschool Svcs	34.33	EXC	3/27/1999	40
F	11/22/1953	EXM	Executive Secretary II	19.56	EXC_C07	3/27/1999	40
M	5/27/1957	EXM	Sheriff's Deputy Chief	55.18	EXC_SAF	2/20/1978	40
F	7/12/1953	EXM	Administrative Aide (K)	22.1	EXC	8/25/1980	40
F	3/4/1955	EXM	Executive Secretary II	19.56	EXC_C07	3/18/1985	40
F	11/22/1952	EXM	Dep Director Transitional Asst	36.97	EXC	9/3/1985	40
F	8/17/1963	EXM	Chief District Attorney Admin	33.47	EXC	1/31/1998	40
F	3/15/1955	ORD	Juvenile Court Judge Pro Tem	56.77	CTC	9/30/1996	40
F	12/23/1950	EXM	Asst Co Administrator-Human Svcs	70.19	EXA	1/10/1972	40
M	11/1/1964	EXM	Asst Cty Administrative Officer	70.45	EXA	3/25/2000	40
F	2/25/1951	EXM	Executive Secretary III	21.05	EXC	9/22/1980	40
F	3/3/1950	EXM	Executive Secretary II	19.56	EXC_C07	5/19/1975	40
F	3/17/1962	EXM	Deputy Director DAAS	36.97	EXC	1/4/1988	40
F	7/15/1963	EXM	Executive Secretary III	21.05	EXC	2/6/1984	40
M	9/14/1952	EXM	Chief Environmental Health Svc	49.72	EXC	5/23/1998	40
M	12/3/1948	ELC	Elective Board of Supervisors	42.23	ELC	12/5/1998	40
F	8/25/1954	CNR	Superior Court Commissioner	56.77	CTC	4/16/1999	40
M	5/29/1965	EXM	Deputy County Counsel IV	42.86	EXC	4/10/1999	40
F	3/1/1976	EXM	Executive Secretary III	19.09	EXC	5/8/1999	40
M	8/19/1938	EXM	Asst Co Admin-Eco Dev&Pub Svcs	68.59	EXA	5/22/1999	40
M	7/1/1959	CNT	Director of Legislative Affairs	42.86	EXC	6/19/1999	40
F	6/29/1956	EXM	Chief Learning Officer	46.17	EXC	7/3/1999	40
M	11/27/1948	EXM	Director of Behavioral Health	59.67	EXB	7/3/1999	40
F	1/13/1943	EXM	Deputy County Counsel IV	52.23	EXC	7/17/1999	40
M	11/23/1974	EXM	Labor Relations Financial Analyst	21.56	EXC	7/17/1999	40
F	4/15/1961	EXM	Human Resources Analyst I	24.35	EXC	7/20/1999	40
F	5/14/1965	EXS	BG Div Manager Human Resources	43.21	EXB	7/31/1999	40
F	10/16/1966	EXM	Deputy County Counsel III	36.97	EXC	8/23/1999	40
F	2/6/1953	EXM	Executive Secretary II	17.74	EXC_C07	8/28/1999	40
F	10/19/1970	EXM	Executive Secretary II	17.74	EXC_C07	9/25/1999	40
F	11/21/1963	EXM	Chief Deputy County Museum	34.33	EXC	10/9/1999	40
F	5/9/1958	EXM	Executive Secretary II	17.74	EXC_C07	11/6/1999	40
M	7/21/1962	EXM	Public Information Officer	38.86	EXC	11/6/1999	40
F	10/10/1939	EXM	Asst Dir of Mental Health	46.17	EXC	11/20/1999	40
M	4/23/1963	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	11/20/1999	40
M	10/25/1946	EXM	Chief Information Officer	63.49	EXA	1/1/2000	40
F	3/31/1942	CNT	Cont Field Rep 4th District	29.63	EXB	1/1/2000	40
F	7/4/1947	EXM	Deputy County Counsel IV	52.23	EXC	1/15/2000	40
M	7/4/1964	EXM	Departmental IS Manager	43.92	EXC	1/29/2000	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
F	2/22/1960	EXM	Human Resources Officer II	38.86	EXC	2/26/2000	40
F	12/17/1964	EXM	Human Resources Analyst I	36.6	EXC	3/11/2000	40
M	12/18/1951	EXS	BG CSA 70 Fire Agy Division Ch	44.67	EXB_SAF	3/11/2000	40
F	6/7/1963	EXM	Deputy County Counsel III	35.18	EXC	3/25/2000	40
F	2/14/1958	EXM	Executive Secretary II	19.56	EXC_C07	3/25/2000	40
F	9/15/1958	EXM	Human Resources Division Chief	45.03	EXC	4/8/2000	40
M	11/6/1947	EXM	Real Property Manager	28.21	EXC	4/22/2000	40
F	4/24/1955	EXM	Executive Secretary II	16.09	EXC_C07	5/6/2000	40
F	12/11/1957	EXM	AsstHospAdmin-Nursing Svcs	42.86	EXC	6/3/2000	40
M	10/5/1945	EXM	Public Defender	70.97	EXA	6/3/2000	40
F	5/1/1971	EXM	Executive Secretary II	16.9	EXC_C07	6/17/2000	40
M	2/17/1947	EXM	Director of Land Use Services	56.53	EXB	7/1/2000	40
F	1/30/1970	CEX	Court Personnel Analyst	26.46	CRT_EXC	7/15/2000	40
F	4/11/1972	CEX	Court Personnel Analyst	31.42	CRT_EXC	7/15/2000	40
F	11/28/1952	CNT	Cont CFC Specialist	24.96	EXC	7/15/2000	40
M	6/25/1969	EXM	Human Resources Analyst I	24.35	EXC	8/12/2000	40
F	9/6/1963	EXM	Human Resources Analyst I	25.58	EXC	8/12/2000	40
M	4/14/1938	CNT	Cont Consortium IV Manager	53.94	OTH_GEN	8/26/2000	40
F	2/2/1964	CEX	Court Personnel Analyst	27.79	CRT_EXC	10/7/2000	40
F	2/16/1969	EXM	Deputy County Counsel III	38.86	EXC	10/21/2000	40
F	6/16/1957	EXM	Associate Director CMC	77.53	EXC	10/21/2000	40
M	4/29/1974	EXM	Deputy County Counsel II	32.68	EXC	11/18/2000	40
M	2/27/1971	EXM	Cont District Director 1st Dist	30.52	EXB	11/18/2000	40
F	10/14/1953	EXM	Exec Sec Board of Supervisors	21.56	EXC	12/2/2000	40
M	5/3/1971	ELC	Elective Board of Supervisors	42.23	ELC	12/4/2000	40
M	8/10/1967	CNT	Board of Supv Chief of Staff	40.03	OTH_GEN	12/2/2000	40
M	3/31/1944	CNT	Cont Project Director 1st Dist	31.57	OTH_GEN	12/2/2000	40
M	10/22/1965	CNT	Cont Field Rep 1st Dist	25.78	EXB	12/2/2000	40
M	4/12/1947	EXM	Board of Supv Chief of Staff	40.8	EXB	12/16/2000	40
M	5/18/1963	EXM	Chief of Public Defender's Adm	36.06	EXC	12/16/2000	40
M	4/6/1947	EXM	Director of Human Resources	62.24	EXA	1/5/2001	40
F	9/2/1962	CNT	Occupational Physician	71.77	EXC	1/3/2001	40
M	11/27/1962	EXM	Deputy Administrative Officer	49.72	EXB	1/13/2001	40
M	9/16/1945	EXM	Director of Airports	50.05	EXB	1/13/2001	40
F	7/1/1955	CNT	Cont Hospital Compliance Ofcr	40.86	EXC	12/30/2000	40
M	12/22/1944	EXM	Director of Child Support	59.01	EXB	2/10/2001	40
M	3/24/1975	CNT	Cont Field Rep 1st District	23.66	OTH_GEN	2/10/2001	24
M	9/26/1960	EXM	Departmental IS Manager	41.82	EXC	3/10/2001	40
M	2/28/1948	EXM	Director of Arch & Engineering	50.4	EXB	2/24/2001	40
M	12/4/1961	EXM	Human Resources Officer II	35.18	EXC	3/19/2001	40
F	5/4/1958	EXM	County Counsel Paralegal	19.09	EXC_C07	3/10/2001	40
F	4/10/1967	EXM	Human Resources Analyst I	24.35	EXC	4/7/2001	40
F	9/29/1946	EXM	Human Resources Analyst I	23.19	EXC	4/7/2001	40
M	12/25/1959	EXM	Human Resources Officer II	38.86	EXC	4/21/2001	40
F	4/25/1959	EXM	Human Resources Officer II	35.18	EXC	4/21/2001	40
F	10/31/1950	EXM	Exec Sec Board of Supervisors	22.1	EXC	7/5/1977	40
M	10/1/1947	EXM	Sheriff's Captain	50.76	EXC_SAF	4/3/1971	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
F	12/3/1963	EXM	County Counsel Paralegal	21.56	EXC_C07	3/14/1998	40
F	5/31/1960	CEX	Court Executive Secretary	20.74	CRT_EXC	4/8/1991	40
M	12/26/1958	EXM	Deputy County Counsel V	54.86	EXC	10/2/1989	40
F	12/15/1959	EXM	Clerk of The Board Of Supervis	41.44	EXB	2/23/1981	40
F	3/24/1945	EXM	Supvg Deputy County Counsel	57.64	EXC	2/27/1989	40
M	3/14/1949	EXM	Sheriff's Captain	50.76	EXC_SAF	1/1/1973	40
F	11/30/1948	EXM	Chief Deputy District Attorney	63.63	EXC	12/28/1981	40
F	1/2/1956	EXS	BG Division Manager Emrg Svcs	43.21	EXB	12/24/1983	40
F	10/31/1937	EXM	Registrar of Voters	52.83	EXB	11/5/1979	40
M	11/29/1947	EXM	Assistant Sheriff	65.12	EXC_SAF	6/17/1972	40
F	11/30/1943	EXM	Executive Assistant, SBCERA	23.19	EXC	10/31/1981	40
F	3/29/1958	EXM	Deputy County Counsel V	54.86	EXC	10/16/1989	40
M	3/23/1953	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	10/23/1977	40
M	12/8/1954	EXM	Sheriff's Captain	50.76	EXC_SAF	4/4/1977	40
F	3/27/1950	EXM	Executive Secretary II	19.56	EXC_C07	11/25/1995	40
M	3/5/1955	EXS	BG Fire Marshal	43.21	EXB	1/21/1979	40
M	1/29/1953	EXM	Sheriff's Captain	50.76	EXC_SAF	6/28/1976	40
F	5/18/1948	CNR	Superior Court Commissioner	56.77	CTC	12/2/1991	40
F	10/10/1938	EXM	Chief Compliance Officer	38.86	EXC	2/5/1973	40
M	5/7/1937	EXM	Sheriff's Captain	50.76	EXC_SAF	7/16/1966	40
M	12/19/1962	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	9/12/1998	40
M	3/11/1936	EXM	Assistant Assessor	41.82	EXC	1/3/1995	40
F	11/13/1959	EXM	Executive Secretary III	21.05	EXC	6/24/1995	40
F	4/10/1971	EXM	Human Resources Analyst I	23.77	EXC	9/16/1995	40
M	11/12/1944	EXM	Sheriff's DeputyChief	57.69	EXC_SAF	8/19/1996	40
M	11/29/1965	EXM	ExecDir/ChiefInvestmentOfcr	77.15	EXB	12/5/1998	40
F	5/16/1965	EXM	Administrative Analyst III	32.68	EXC	2/10/1990	40
M	2/3/1965	CNT	Cont IVDA Golf Course Manager	33.47	EXC	5/6/1997	40
F	5/6/1957	EXM	Field Representative	31.9	EXB	5/5/1998	20.5
M	9/5/1957	EXS	BG CSA70Communication Director	41.13	EXC	5/9/1998	40
M	7/16/1962	EXM	Administrative Analyst III	31.9	EXC	5/5/2001	40
F	1/28/1961	EXM	Assoc Hosp Admin Patient Svcs	49.72	EXC	5/5/2001	40
F	7/8/1981	CNT	Cont Spec Proj Coordntr 2ndDst	12.58	OTH_GEN	5/15/2001	40
M	12/19/1969	EXM	Administrative Analyst III	37.9	EXC	5/29/2001	40
F	2/15/1963	EXM	Administrative Analyst III	37.9	EXC	5/29/2001	40
M	2/10/1948	EXM	Systems Development Div Chief	43.92	EXC	6/2/2001	40
F	1/12/1966	EXM	Aud/Cont-Rec Project Administr	22.66	EXC	6/16/2001	40
M	5/14/1970	EXM	Chief Public Hlth Med Officer	62.07	EXC	6/16/2001	40
M	8/18/1956	EXM	EMACS Manager	39.81	EXC	6/30/2001	40
F	8/30/1958	EXM	Assoc Hosp Adm Professional Sv	47.3	EXC	7/14/2001	40
F	7/8/1959	EXM	Human Resources Analyst Trainee	21.56	EXC_C07	8/11/2001	40
F	8/10/1968	EXM	Field Representative	26.86	EXB	7/28/2001	32
M	11/10/1949	EXM	Info Services Security Officer	36.97	EXC	9/8/2001	40
M	1/16/1941	EXM	Dep Dir Alcohol-Drug Abuse Pro	40.8	EXC	8/25/2001	40
M	12/20/1965	EXM	Deputy County Counsel IV	52.23	EXC	10/6/2001	40
F	12/14/1944	EXM	Deputy County Counsel II	37.9	EXC	11/3/2001	40
M	8/30/1960	CEX	Court IS Manager	50.19	CRT_EXC	9/8/2001	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

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CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	1/21/1950	EXS	BG Co Fire Dept Battalion Chf	35.95	EXC_SAF	9/8/2001	40
F	2/18/1954	CEX	Court Personnel Manager	43.27	CRT_EXC	9/22/2001	40
F	11/19/1949	EXM	Director of Aging and Adult Sv	44.87	EXB	10/6/2001	40
F	9/22/1961	EXM	Administrative Analyst III	34.33	EXC	11/17/2001	40
M	3/24/1966	CNT	Cont Business & Mrktng Officer	36.97	EXC	11/3/2001	40
F	5/24/1979	CNT	Cont CFC Executive Secretary	15.17	EXC	11/3/2001	40
F	9/21/1943	CNT	ContConsortIVSeniorPolicySpec	42.86	OTH_LTD	11/3/2001	40
F	11/19/1948	EXM	Deputy County Counsel IV	45.03	EXC	12/1/2001	40
M	3/9/1947	EXM	Director of Fleet Management	42.85	EXB	12/15/2001	40
M	11/27/1952	EXM	Human Resources Analyst II	31.9	EXC	3/4/2002	40
M	5/27/1964	EXM	DepChiefProbationAdministrator	34.33	EXC	4/6/2002	40
M	5/2/1946	EXM	Deputy Director MH Prog Servic	42.86	EXC	3/23/2002	40
M	8/4/1956	EXM	Assistant Director of Airports	35.18	EXC	4/6/2002	40
M	8/11/1944	EXM	Risk Assessment Officer	34.33	EXC	5/4/2002	40
M	8/28/1945	CNT	ContExecutiveDirector IHSS PA	31.61	EXB	4/20/2002	40
M	3/23/1964	EXM	Deputy Administrative Officer	38.86	EXB	6/1/2002	40
M	4/29/1957	EXM	Ethics Resource Officer	27.52	EXC	6/1/2002	40
M	10/7/1952	EXS	BG DivMgrBudget/Finance	39.15	EXB	5/4/2002	40
F	2/20/1960	EXM	Assistant Assessor	34.33	EXC	6/15/2002	40
F	12/12/1955	CEX	Court Regional Director	37.32	CRT_EXC	6/29/2002	40
M	5/26/1956	EXM	Chief Deputy Pub Admin-Pub Gua	33.47	EXC	6/29/2002	40
F	6/3/1945	EXM	County Counsel Paralegal	17.74	EXC_C07	7/13/2002	40
F	10/2/1979	CNT	Cont IHSSPA Exec Secretary II	16.9	EXC	8/10/2002	40
M	5/21/1947	EXM	Director of Real Estate Svc	45.17	EXB	8/10/2002	40
F	1/4/1964	EXM	Deputy County Counsel III	38.86	EXC	10/5/2002	40
F	7/10/1946	EXM	AsstHospAdm-BehavioralHealth	37.9	EXC	10/5/2002	40
F	12/3/1949	EXM	Human Resources Officer II	38.86	EXC	11/25/2002	40
F	5/2/1974	EXS	BG CSA 70 Human Resource Off I	31.12	EXC	11/16/2002	40
M	5/14/1972	CNT	Cont Chief of Staff 2nd Dist	38.86	EXB	11/19/2002	40
M	5/31/1968	CNT	Cont Field Rep 2nd District	28.92	OTH_GEN	11/19/2002	40
M	3/20/1945	CNT	Cont Field Rep 2nd District	25.58	OTH_GEN	11/19/2002	40
M	2/25/1982	CNT	Cont Spec Proj Coordntr 2ndDst	15.32	OTH_GEN	11/19/2002	32
M	5/9/1964	ELC	Elective Board of Supervisors	42.23	ELC	12/2/2002	40
M	11/23/1955	EXM	Registrar of Voters	52.83	EXB	12/28/2002	40
F	3/17/1973	CNT	Cont Executive Secretary II	14.95	OTH_GEN	12/3/2002	40
M	4/15/1948	EXM	PubHlth Programs Administrator	60.48	EXB	1/11/2003	40
F	5/20/1970	EXM	Payroll Supervisor	26.21	EXC	2/8/2003	40
M	12/18/1960	EXM	Departmental IS Manager	37.9	EXC	2/8/2003	40
F	8/11/1961	EXM	Executive Secretary II	19.56	EXC_C07	9/29/1986	40
M	2/12/1950	EXM	Chief Appraiser	38.86	EXC	11/12/1973	40
F	6/20/1964	EXM	Executive Secretary III	21.05	EXC	2/17/1987	40
F	2/8/1960	EXM	Sheriff's SpecialAssistant	26.21	EXC	9/26/1979	40
M	9/17/1957	EXM	Sheriff's Captain	49.62	EXC_SAF	9/23/1978	40
M	11/5/1950	EXM	Sheriff's DeputyChief	57.69	EXC_SAF	7/8/1972	40
F	3/8/1956	EXM	Executive Secretary II	19.56	EXC_C07	6/12/1993	40
M	4/19/1958	EXM	Sheriff's Captain	50.76	EXC_SAF	11/27/1978	40
M	1/13/1949	EXM	Sheriff's Captain	50.76	EXC_SAF	9/5/1981	40

Request for Proposals for Long Term Disability (LTD) Benefits

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CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	3/30/1951	EXM	Administrative Analyst III	33.47	EXC	8/27/1979	40
F	8/11/1948	EXM	Dep Director Transitional Asst	36.97	EXC	4/2/1979	40
F	4/22/1955	EXM	Deputy County Counsel IV	52.23	EXC	1/28/1991	40
M	8/25/1950	EXM	Chief Deputy District Attorney	63.63	EXC	9/13/1976	40
F	6/29/1950	EXM	Director of Children Services	49.47	EXB	3/31/1975	40
F	7/24/1960	EXM	Executive Secretary II	19.56	EXC_C07	7/5/1997	40
F	12/28/1949	EXM	Auditor-Controller Manager	36.97	EXC	9/30/1985	40
F	3/12/1951	EXM	Deputy Director, Child Support	33.47	EXC	12/2/1991	40
F	1/7/1968	EXM	Executive Secretary III	18.18	EXC	8/11/1990	40
M	12/20/1948	EXM	Asst Director of Collections	45.03	EXC	8/25/1980	40
F	7/20/1954	EXM	Human Resources Analyst I	28.21	EXC	9/10/1979	40
F	7/28/1960	EXS	BG CSA 70 Executive Sec II	17.76	EXC	6/3/1991	40
F	4/4/1959	EXM	Administrative Analyst III	38.86	EXC	6/14/1982	40
F	3/24/1958	EXM	Executive Secretary II	19.56	EXC_C07	10/13/1987	40
M	6/28/1951	EXM	Human Resources Analyst I	28.21	EXC	4/9/1979	40
F	2/12/1947	EXM	Retirement Benefits Mngr (MC)	31.9	EXC	11/30/1991	40
M	11/12/1957	EXM	Sheriff's Captain	50.76	EXC_SAF	10/24/1983	40
F	7/30/1931	EXM	Executive Secretary II	19.56	EXC_C07	9/26/1977	40
M	6/26/1952	EXM	Sheriff's Captain	50.76	EXC_SAF	4/4/1977	40
F	8/27/1946	EXM	Executive Secretary I	17.32	EXC_C07	6/14/1982	40
F	9/5/1938	CNT	Cont Legislative Analyst	56.19	OTH_GEN	3/26/1988	40
F	9/22/1954	EXM	Deputy Director DAAS	36.97	EXC	1/5/1987	40
F	7/16/1960	EXM	Executive Secretary III	21.05	EXC	10/20/1980	40
F	4/10/1951	CNT	Cont SBIAA Executive Secretary	21.05	EXC	2/7/1994	40
F	6/24/1963	CNT	Cont SBIAA Clk Bd/Bus Adm Mgr	35.07	EXB	2/7/1994	40
F	9/27/1972	EXM	Treas/Tax Coll Project Admin	22.66	EXC	10/7/1991	40
F	2/24/1950	LFC	LAFCO Clerk to The Commissione	23.19	EXC	5/18/1992	40
F	2/4/1968	EXM	Deputy Administrative Officer	49.72	EXB	9/30/1996	40
F	11/18/1956	EXM	Deputy County Counsel IV	52.23	EXC	10/11/1997	40
M	8/29/1952	CNR	Superior Court Commissioner	56.77	CTC	12/15/1997	40
F	10/2/1964	EXM	Executive Secretary II	19.56	EXC_C07	10/11/1988	40
F	7/26/1949	EXM	Executive Secretary III	21.05	EXC	4/30/1994	40
M	1/24/1942	EXM	Dep Director Transitional Asst	30.38	EXC	4/19/1993	40
F	10/28/1953	CEX	Chf Deputy Court Executive Off	61.13	CRT_EXC	3/19/1984	40
F	3/12/1948	EXM	Human Resources Analyst I	28.21	EXC	3/19/1979	40
M	3/23/1962	EXM	Human Resources Officer II	32.68	EXC	11/16/1992	40
M	6/13/1948	EXM	Director of Purchasing	44.49	EXB	1/5/1985	40
F	3/6/1951	EXM	Deputy County Counsel IV	52.23	EXC	10/15/1998	40
M	8/4/1945	EXM	Sheriff's Captain	50.76	EXC_SAF	8/21/1974	40
F	9/5/1957	EXM	Executive Secretary II	19.56	EXC_C07	12/6/1982	40
F	10/15/1951	EXM	Executive Secretary III	21.05	EXC	5/13/1991	40
M	4/5/1953	EXM	Deputy Director Childrens Svcs	36.97	EXC	5/7/1990	40
M	11/22/1949	EXM	Assistant Tax Collector	45.03	EXC	3/3/1975	40
M	6/27/1951	EXS	BG CSA 70 Pc100 Regional Mgr	32.69	EXB	7/14/1980	40
F	8/1/1952	CEX	Court Regional Director	39.24	CRT_EXC	7/10/1972	40
M	1/3/1948	EXM	Sheriff's Captain	50.76	EXC_SAF	1/1/1971	40
F	10/9/1975	EXM	Exec Sec Board of Supervisors	18.62	EXC	11/7/1998	40

Request for Proposals for Long Term Disability (LTD) Benefits

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CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
F	5/24/1972	EXM	Human Resources Officer I	27.52	EXC	12/1/2001	40
M	5/10/1954	EXM	Field Representative	32.68	EXB	8/15/1998	32
M	3/17/1957	EXS	BG CSA 70 Fire Agy Division Ch	45.8	EXB_SAF	9/5/1998	40
M	5/17/1939	ELC	Elective Board of Supervisors	42.23	ELC	12/7/1992	40
M	8/25/1952	CNT	Cont Senior Project Director	53.25	EXB	10/6/1993	40
F	10/9/1951	EXM	Executive Secretary III	21.05	EXC	10/16/1993	40
F	9/19/1954	EXM	Executive Secretary I	17.32	EXC_C07	12/13/1993	40
M	3/20/1948	EXM	Deputy Director DAAS	35.18	EXC	7/17/1989	40
M	3/16/1943	EXM	Assistant County Librarian	36.06	EXC	2/11/1980	40
M	12/22/1945	EXM	Chief Deputy Public Defender	63.63	EXC	4/5/1971	40
F	11/30/1952	EXM	Administrative Analyst III	38.86	EXC	12/26/1972	40
F	7/13/1957	EXM	Executive Secretary II	19.56	EXC_C07	5/1/1995	40
F	10/9/1958	EXM	Director of Transitional Ast	49.44	EXB	2/9/1981	40
M	3/22/1960	EXM	Sheriff's Captain	50.76	EXC_SAF	4/7/1983	40
M	1/6/1962	EXM	Administrative Analyst III	36.97	EXC	9/16/1985	40
F	8/26/1961	EXM	Executive Secretary II	19.56	EXC_C07	11/21/1988	40
F	1/22/1955	CEX	Court Executive Secretary	22.88	CRT_EXC	5/30/1984	40
F	1/26/1962	EXM	Executive Secretary II	19.56	EXC_C07	9/10/1990	31
F	10/7/1965	EXM	Executive Secretary II	19.56	EXC_C07	11/14/1994	40
F	1/3/1960	EXM	Executive Secretary II	19.56	EXC_C07	5/23/1998	40
F	4/10/1967	EXM	Deputy County Counsel III	38.86	EXC	1/2/1999	40
F	3/10/1949	EXM	Executive Secretary I	17.32	EXC_C07	4/29/1996	40
M	5/21/1941	CNT	Board of Supv Chief of Staff	38.86	EXB	12/2/1996	40
F	8/8/1944	EXM	Deputy Director ECD	39.81	EXC	9/1/1997	40
F	1/13/1957	EXM	Administrative Analyst II (K)	28.21	EXC	12/4/1998	40
M	11/14/1949	EXM	County Counsel Paralegal	22.66	EXC_C07	3/14/1998	40
F	12/28/1953	EXM	Executive Secretary II	19.56	EXC_C07	5/16/1977	40
M	8/16/1954	EXM	Chief Deputy Agri Comm/Sealer	32.68	EXC	11/7/1977	40
M	9/11/1957	EXM	Director of Facilities Mngmt	46.53	EXB	8/5/1991	40
M	8/26/1958	CNR	Superior Court Commissioner	56.77	CTC	6/24/1985	40
M	8/31/1954	EXM	Sheriff's Captain	49.62	EXC_SAF	3/6/1978	40
M	2/25/1943	EXM	Chief Public Works Engineer	49.72	EXC	12/18/1989	40
F	5/29/1950	EXM	Executive Secretary II	19.56	EXC_C07	4/24/1989	40
M	9/6/1963	EXM	Deputy Administrative Officer	49.72	EXB	1/15/1990	40
M	9/20/1950	EXM	Deputy County Counsel IV	52.23	EXC	10/2/1989	40
M	8/9/1965	EXM	Dep Director Preschool Svcs	33.47	EXC	7/15/1991	40
F	12/16/1974	EXM	Human Resources Officer II	31.9	EXC	3/14/1998	40
M	10/23/1955	CNR	Superior Court Commissioner	56.77	CTC	1/16/1996	40
F	9/8/1964	EXM	Deputy County Counsel V	54.86	EXC	9/30/1996	40
M	5/24/1965	EXM	Human Resources Analyst II	26.21	EXC	5/9/1997	40
M	10/21/1942	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	10/13/1973	40
M	6/26/1948	EXM	Ast District Attorney	70.23	EXC	10/3/1983	40
M	2/3/1950	CNR	Superior Court Commissioner	56.77	CTC	12/7/1998	40
F	5/11/1950	EXM	Executive Secretary III	21.05	EXC	11/6/1972	40
M	12/8/1938	EXM	Deputy Director Childrens Svcs	36.97	EXC	3/9/1981	40
F	5/8/1955	EXS	BG Executive Secretary II	17.76	EXC	9/28/1992	40
F	5/20/1957	EXM	Field Representative	32.68	EXB	12/7/1992	27

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

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CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	11/22/1950	EXM	Departmental IS Manager	43.92	EXC	6/16/1980	40
F	3/26/1949	EXM	Assoc Hosp Adm Professional Sv	47.3	EXC	8/13/1988	40
F	9/23/1952	EXM	Executive Secretary I	17.32	EXC_C07	7/6/1987	40
F	8/22/1951	EXM	Deputy Director Childrens Svcs	36.97	EXC	11/20/1978	40
M	6/8/1954	EXM	Chief Deputy Coroner	43.92	EXC	9/14/1985	40
M	4/10/1953	EXM	Deputy County Counsel V	54.86	EXC	1/30/1989	40
F	6/18/1962	EXM	Executive Secretary III	21.05	EXC	8/5/1981	40
M	1/1/1949	EXM	Chief Deputy County Counsel	63.63	EXC	1/18/1982	40
F	7/29/1949	EXM	Planning Division Chief	41.82	EXC	9/29/1986	40
M	11/30/1950	EXM	Systems Support Division Chief	43.92	EXC	12/11/1972	40
M	5/19/1946	EXM	Sheriff's Captain	50.76	EXC_SAF	1/3/1983	40
M	1/21/1948	EXM	Assoc Hosp Admin Fiscal Svcs	49.72	EXC	10/15/1980	40
F	8/21/1963	EXM	Chief Assesment Services	31.12	EXC	7/14/2001	40
M	2/15/1948	EXM	Chief Deputy County Counsel	63.63	EXC	6/11/1984	40
F	11/23/1956	EXM	Deputy Director Childrens Svcs	34.33	EXC	6/19/1989	40
F	12/16/1962	CEX	Court Executive Secretary	22.88	CRT_EXC	7/20/1987	40
M	1/21/1957	EXM	Sheriff's Captain	50.76	EXC_SAF	9/23/1978	40
F	11/29/1954	EXM	Executive Secretary II	19.56	EXC_C07	12/22/1986	40
M	10/7/1950	EXM	Sheriff's Captain	49.23	EXC_SAF	11/29/1971	40
F	11/22/1944	EXM	Executive Secretary II	19.56	EXC_C07	11/19/1990	40
F	6/1/1958	EXM	Administrative Analyst III	38.86	EXC	2/8/2003	40
M	8/21/1960	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	10/25/1997	40
M	7/29/1946	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	7/8/1972	40
M	4/24/1949	EXM	Sheriff's DeputyChief	57.69	EXC_SAF	9/23/1972	40
M	10/1/1941	ELC	Elective Board of Supervisors	42.23	ELC	12/2/1996	40
F	10/28/1962	EXM	Chief Deputy Recorder	31.12	EXC	12/5/1998	40
M	4/4/1948	EXS	BG Co Fire Chief	60.65	EXB_SAF	3/28/1998	40
F	2/24/1972	CEX	Court Personnel Assistant	16.24	CRT_EXC	8/29/1998	40
M	12/27/1953	EXS	BG CSA 70 Chf Bldg Constr Eng	39.82	EXB	11/21/1988	40
M	8/7/1944	EXM	Sheriff's Captain	50.76	EXC_SAF	6/16/1975	40
F	11/29/1966	EXM	Executive Secretary II	19.56	EXC_C07	8/14/1989	40
F	11/30/1964	EXM	Executive Secretary III	21.56	EXC	10/15/1984	40
M	9/8/1952	EXM	Deputy County Counsel IV	52.23	EXC	10/23/1989	40
F	4/25/1947	EXM	Executive Secretary II	19.56	EXC_C07	8/1/1979	40
F	3/13/1949	EXM	Building Official	41.82	EXC	1/7/1974	40
F	12/4/1955	EXM	Executive Secretary II	19.56	EXC_C07	12/3/1990	40
F	7/30/1969	EXM	Deputy County Counsel II	36.06	EXC	12/29/2001	40
M	8/14/1941	EXM	Small Business Development Mng	37.9	EXC	12/7/1992	40
F	6/23/1949	EXM	Executive Secretary II	19.56	EXC_C07	12/3/1990	40
M	3/1/1955	EXM	Chief, SBCERA Information Svcs	37.9	EXC	11/7/1998	40
M	5/22/1950	EXM	Associate Administrative Offcr	56.24	EXB	11/20/1978	40
M	4/15/1948	EXM	County Librarian	51.29	EXB	5/2/1994	40
F	5/9/1962	LFC	LAFCO Secretary	17.32	EXC	8/31/1998	40
F	9/7/1947	EXM	Auditor-Controller Manager	36.97	EXC	11/12/1985	40
M	10/14/1954	EXM	Chief Counsel, SBCERA	60.56	EXC	6/17/1991	40
F	12/23/1944	EXM	Executive Secretary II	17.74	EXC_C07	4/21/2001	40
M	5/28/1965	EXM	Administrative Analyst II (K)	34.33	EXC	3/9/1992	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	12/17/1949	EXM	Chief Deputy District Attorney	63.63	EXC	2/28/1977	40
F	2/3/1962	EXM	Executive Secretary II	19.56	EXC_C07	6/4/1990	40
M	5/4/1948	EXM	Deputy County Counsel IV	52.23	EXC	3/14/1988	40
M	9/30/1947	EXM	Deputy Chief Probation Officer	45.03	EXC	10/1/1970	40
F	8/23/1956	EXM	HSS Prgm Integrity Div Chief	33.47	EXC	9/22/1980	40
F	1/28/1962	EXM	Administrative Analyst III	37.9	EXC	4/14/1986	40
F	11/15/1952	CNR	Court Executive Officer	75.72	CRT_EXA	12/26/1994	40
M	7/5/1950	EXM	Sheriff's Captain	50.76	EXC_SAF	5/6/1974	40
M	6/25/1949	EXS	BG Recreation/Park Director	32.69	EXB	10/5/1992	40
M	12/10/1952	EXM	Director of Economic Community	51.29	EXB	11/7/1977	40
F	2/14/1950	EXM	Executive Secretary III	21.05	EXC	9/7/1982	40
M	11/20/1956	CNT	Cont CFC Executive Director	43.58	EXB	8/12/1991	40
M	2/20/1950	EXM	Deputy County Counsel IV	52.23	EXC	11/21/1977	40
M	6/28/1949	ELC	Elective Treasurer & Tax Colle	56.25	ELC	11/7/1998	40
M	5/11/1962	EXS	BG Co Fire Dept Battalion Chf	37.78	EXC_SAF	4/13/1996	40
M	10/29/1948	EXM	Chief Building Construction En	42.86	EXC	4/25/1973	40
F	7/25/1943	EXM	Chief Deputy Public Defender	63.63	EXC	9/11/1972	40
M	6/18/1947	EXM	Agricultural Commiss/Sealer	45.9	EXB	8/2/1971	40
M	8/18/1955	EXM	Associate Administrative Offcr	56.24	EXB	5/7/1988	40
M	1/19/1946	EXM	Deputy Director Childrens Svcs	34.33	EXC	2/24/1992	40
F	7/14/1942	EXM	Deputy Director MH Prog Servic	42.86	EXC	11/21/1977	40
F	7/30/1954	EXM	Administrative Analyst III	33.47	EXC	3/26/1990	40
F	10/14/1960	EXM	Deputy County Counsel V	54.86	EXC	10/11/1997	40
F	6/6/1951	EXM	Departmental IS Manager	43.92	EXC	2/29/1988	40
F	12/30/1954	EXS	BG Division Chief Water/Sanit	43.21	EXB	7/31/1989	40
F	11/12/1947	CEX	Court Personnel Assistant	17.48	CRT_EXC	6/18/1990	40
M	11/6/1944	EXM	County Counsel	77.71	EXA	1/14/1978	40
M	9/6/1948	EXS	BG CSA 70 Pc100 Regional Mgr	32.69	EXB	4/27/1987	40
F	5/13/1963	EXM	County Counsel Paralegal	22.66	EXC_C07	2/28/1989	40
F	11/12/1965	EXM	Human Resources Section Mgr	40.8	EXC	8/12/1991	40
M	5/2/1946	EXM	Chief Deputy District Attorney	63.63	EXC	10/15/1973	40
M	8/26/1953	EXS	BG CSA 70 Dir of Special Distr	55.2	EXB	1/2/1979	40
M	12/7/1963	EXM	Sheriff's Captain	49.62	EXC_SAF	4/29/1985	40
F	7/9/1946	EXM	Executive Secretary II	19.56	EXC_C07	6/23/1986	40
M	1/8/1950	ELC	Elect Pbhc Admin & Coroner/Grd	59.63	ELC	1/3/1983	40
M	6/28/1963	EXM	DeputyChief of NetworkServices	41.82	EXC	1/31/1998	40
F	3/27/1961	EXM	Executive Secretary III	21.05	EXC	12/2/1991	40
M	9/6/1951	EXM	Director of County Museum	46.98	EXB	10/25/1997	40
M	10/12/1946	EXM	Chief Public Works Engineer	49.72	EXC	9/25/1989	40
M	12/13/1945	EXM	County Administrative Officer	88.81	EXA	11/27/1972	40
M	6/12/1941	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	4/29/1970	40
M	2/15/1947	EXM	Director of Public Works	64.67	EXB	1/7/1971	40
M	1/29/1962	EXM	Deputy County Counsel IV	52.23	EXC	9/19/1994	40
F	8/20/1958	EXM	Executive Secretary III	21.05	EXC	1/3/1989	40
F	7/29/1955	EXM	Executive Secretary II	19.56	EXC_C07	7/23/1973	40
F	9/23/1956	EXM	Executive Secretary II	19.56	EXC_C07	11/7/1988	40
M	9/6/1963	EXM	Human Resources Section Mgr	37.9	EXC	1/27/1990	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	4/26/1964	EXM	Cash Manager/Investment Office	48.5	EXC	2/21/1994	40
M	3/6/1951	EXM	Administrative Analyst II (K)	31.9	EXC	3/7/1977	40
F	1/24/1958	EXM	Chief Deputy Public Defender	56.24	EXC	1/9/1984	40
M	11/21/1958	EXM	Director of Veterans Affairs	38.81	EXB	7/23/1984	40
M	1/30/1948	EXS	BG CSA 70 Fire Agy Division Ch	45.8	EXB_SAF	4/30/1977	40
M	3/15/1947	EXM	Tres/TaxCollectorFinanceOfficer	40.8	EXC	9/23/1991	40
F	7/2/1950	EXM	Executive Secretary III	21.05	EXC	3/31/1975	40
M	10/4/1971	EXM	Public Health Division Chief	38.86	EXC	6/24/1994	40
F	8/16/1963	EXM	Executive Secretary I	17.32	EXC_C07	11/28/1994	40
F	11/1/1950	EXM	Executive Assistant to the DA	26.21	EXC	10/28/1995	40
M	3/30/1945	CNR	Superior Court Commissioner	56.77	CTC	3/31/1997	40
M	11/7/1955	EXM	Deputy County Counsel IV	52.23	EXC	3/28/1998	40
F	8/5/1954	CEX	Dir. of Staff Counsel Services	51.44	CRT_EXC	10/24/1998	40
F	11/8/1960	EXM	Executive Secretary I	17.32	EXC_C07	5/14/1984	40
M	12/22/1942	EXM	Assistant Public Defender	66.85	EXC	6/10/1974	40
F	2/19/1954	EXM	Executive Secretary II	18.18	EXC_C07	7/5/1997	40
M	2/24/1957	EXM	Deputy Administrative Officer	49.72	EXB	2/4/1984	40
F	7/12/1951	CNT	Cont CFC Field Representative	21.26	EXB	3/5/1984	40
M	6/20/1957	EXM	Deputy County Counsel IV	52.23	EXC	6/17/1991	40
M	8/31/1960	EXM	Sheriff's Captain	50.76	EXC_SAF	11/27/1978	40
M	4/12/1945	EXM	Sheriff's DeputyChief	57.69	EXC_SAF	1/2/1969	40
F	6/5/1956	EXM	Chief Child Support	45.03	EXC	3/15/1997	40
M	6/19/1958	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	5/4/1984	40
F	4/24/1965	EXM	Human Resources Analyst I	28.21	EXC	2/29/1988	40
F	2/11/1949	EXM	Chief Public Works Engineer	49.72	EXC	8/4/1986	40
F	4/23/1953	EXM	SBCERA Benefits Officer	29.63	EXC	6/9/1978	40
M	1/9/1950	EXM	Sheriff's Captain	50.76	EXC_SAF	7/4/1977	40
F	11/6/1956	EXS	BG Co Fire Dept Exec Sec III	19.56	EXC	10/20/1980	40
M	8/19/1947	EXM	Auditor-Controller Division Ch	43.92	EXC	6/21/1997	40
F	3/11/1937	CNT	Cont Admin Ast 4th District	20.54	OTH_GEN	12/5/1998	20.5
F	7/24/1948	EXM	Systems Development Div Chief	43.92	EXC	6/3/1978	40
M	8/5/1950	EXM	Childrens Network Officer	34.33	EXC	9/27/1975	40
M	9/4/1949	EXM	Deputy Director ECD	39.81	EXC	11/27/1972	40
M	3/18/1947	EXM	Deputy Chief Probation Officer	49.72	EXC	10/29/1969	40
M	3/10/1960	EXS	BG Co Fire Dept Battalion Chf	35.95	EXC_SAF	9/8/2001	40
M	12/10/1965	CNT	Cont Deputy County Counsel II	31.9	EXC	6/30/2001	40
M	6/17/1940	EXM	Director of Public Health	68.12	EXB	7/16/1990	40
M	7/7/1948	ELC	Elective Sheriff	68.43	ELC_SAF	1/3/1995	40
M	4/26/1952	EXM	Undersheriff	73.5	EXC_SAF	3/6/1978	40
M	2/2/1948	EXM	Sheriff's DeputyChief	57.69	EXC_SAF	1/3/1972	40
M	4/16/1946	CNR	Superior Court Commissioner	56.77	CTC	7/1/1991	40
M	5/20/1954	EXM	Sheriff's Captain	50.76	EXC_SAF	4/4/1977	40
M	9/17/1953	EXM	Commuter Services Manager	36.97	EXC	3/27/1978	40
F	11/21/1951	EXM	Human Resources Analyst I	26.21	EXC	2/25/1991	40
M	6/13/1952	EXM	Regional Parks Division Chief	45.03	EXC	2/28/1977	40
M	2/25/1942	EXM	Deputy Chief Probation Officer	49.72	EXC	9/10/1968	40
M	10/8/1953	EXM	Sheriff's Captain	50.76	EXC_SAF	1/5/1976	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

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CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	9/4/1952	EXM	Sheriff's Captain	50.76	EXC_SAF	4/4/1977	40
M	9/28/1952	CNR	Superior Court Commissioner	56.77	CTC	5/4/1992	40
F	8/28/1953	CEX	Deputy Court Executive Officer	56.77	CRT_EXC	5/1/1995	40
M	7/24/1949	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	6/23/1973	40
F	3/21/1967	EXM	Human Resources Analyst II	31.9	EXC	5/11/1996	40
F	5/30/1968	EXM	Field Representative	32.68	EXB	7/19/1997	40
F	3/12/1957	EXM	Franchise Programs Analyst	32.68	EXC	12/20/1997	40
F	2/13/1957	EXM	Executive Secretary I	17.32	EXC_C07	7/19/1997	40
F	3/7/1973	EXM	Human Resources Analyst I	24.35	EXC	8/29/1997	40
F	9/5/1940	EXM	Executive Secretary III	19.72	EXC	2/14/1998	40
F	2/5/1957	EXM	Administrative Analyst III	33.47	EXC	7/1/1998	40
F	12/27/1949	EXM	Executive Secretary II	19.56	EXC_C07	6/17/1991	40
F	2/17/1946	EXM	Executive Secretary II	19.56	EXC_C07	1/8/1973	40
F	7/18/1950	EXM	Executive Secretary II	19.56	EXC_C07	9/13/1971	40
M	8/5/1957	ELC	Elective District Attorney	73.46	ELC	3/30/1980	40
M	5/20/1947	EXM	Human Resources Analyst I	28.21	EXC	7/29/1991	40
M	9/20/1947	EXM	Assistant County Counsel	70.23	EXC	4/24/1978	40
M	7/10/1959	EXS	BG CSA 70 Regnl Ops Div Chief	38.81	EXB	12/24/1983	40
M	7/28/1947	EXM	Deputy Chief Probation Officer	49.72	EXC	5/10/1972	40
M	7/3/1957	EXM	Sheriff's Captain	50.76	EXC_SAF	5/17/1980	40
M	10/31/1950	LFC	LAFCO Executive Officer	50.95	EXB	9/26/1977	40
M	9/15/1963	EXM	Asst Chief Information Officer	53.54	EXC	5/4/1991	40
F	11/25/1952	LFC	LAFCO Deputy Executive Officer	34.33	EXC	8/29/1977	40
M	3/3/1961	EXS	BG Division Manager Info Svcs	43.21	EXB	2/16/1988	40
F	6/17/1950	EXM	Executive Secretary II	19.56	EXC_C07	11/2/1977	40
F	9/16/1958	EXM	Executive Secretary II	19.56	EXC_C07	12/15/1980	40
F	4/26/1954	EXM	Auditor-Controller Manager	35.18	EXC	10/21/1991	40
F	2/23/1956	EXM	Deputy Director MH Admin Svc	39.81	EXC	4/28/1986	40
F	11/6/1949	EXM	Executive Secretary II	19.56	EXC_C07	6/9/1969	40
F	12/24/1946	CNT	Cont Special Assistant 5th Dis	28.21	EXC	9/1/1996	40
M	3/13/1966	CNT	Sr Airport Operations Officer	30.38	EXC	9/13/1993	40
M	5/16/1945	EXM	Field Representative	32.68	EXB	10/1/1994	40
M	12/23/1969	EXM	Human Resources Analyst I	24.35	EXC	3/31/1995	40
F	7/30/1973	EXM	Executive Secretary II	19.56	EXC_C07	11/29/1993	40
F	2/5/1969	EXM	Executive Secretary II	18.62	EXC_C07	9/12/1998	40
M	12/27/1955	CNT	Cont IVDA Chief Financial Offi	36.97	EXB	12/2/1996	40
F	5/25/1956	EXM	Executive Secretary II	19.56	EXC_C07	4/26/1997	40
F	5/24/1960	EXM	Human Resources Analyst Trainee	20.05	EXC_C07	10/27/1997	40
M	6/10/1972	CNT	Cont Chf of Staff - 4th Dist	40.8	EXB	12/5/1998	40
M	8/18/1963	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	8/13/1983	40
M	8/3/1940	EXM	Human Resources Analyst II	33.47	EXC	9/10/1979	40
F	12/13/1964	EXM	Employee Relations Chief	49.72	EXC	12/7/1987	40
M	12/10/1954	EXM	Deputy Director Childrens Svcs	36.97	EXC	8/10/1981	40
M	7/17/1950	EXM	Deputy County Counsel V	54.86	EXC	1/23/1989	40
M	10/8/1947	EXM	Environmental Analysis Div Chf	41.82	EXC	6/8/1987	40
F	7/21/1952	EXM	Executive Secretary III	21.05	EXC	3/19/1973	40
M	7/18/1950	EXM	Chief of Network Services	48.5	EXC	6/28/1976	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
M	4/22/1947	EXM	Child Support Chief Attorney	54.86	EXC	10/25/1976	40
F	7/11/1949	EXM	Chief Deputy County Counsel	63.63	EXC	2/26/1979	40
F	11/28/1954	EXM	Human Resources Officer II	38.86	EXC	4/23/1979	40
F	4/8/1945	EXM	Auditor-Controller Division Ch	43.92	EXC	1/24/1983	40
F	8/27/1946	CEX	Grand Jury Assistant	22.88	CRT_EXC	10/14/1968	40
F	8/16/1948	EXM	Executive Secretary III	20.05	EXC	1/27/2001	40
F	8/4/1948	EXM	Human Resources Officer II	38.86	EXC	10/1/1974	40
M	5/27/1952	CNT	Cont Field Rep 1st Dist	26.04	OTH_GEN	8/6/1973	40
F	2/18/1947	EXM	Dep Director Transitional Asst	36.97	EXC	6/11/1979	40
M	4/5/1950	EXS	BG CSA 70 Fire Agy Ast Chief	51.9	EXB_SAF	6/10/1972	40
F	1/8/1938	EXM	Chief of Comm Health & Nursing Svcs	48.5	EXC	2/20/1973	40
M	1/8/1948	EXM	Deputy County Counsel IV	52.23	EXC	10/28/1985	40
F	3/30/1950	EXM	Deputy County Counsel IV	52.23	EXC	4/1/1976	40
M	8/5/1940	EXM	Sheriff's Captain	50.76	EXC_SAF	11/7/1966	40
F	8/25/1961	EXM	Chief of Clinical Operations	37.9	EXC	7/22/1987	40
F	11/10/1957	EXM	Asst Auditor-Controller-Record	52.23	EXC	12/28/1991	40
F	5/10/1948	CEX	Dir. of Family & Child Court Svc	39.24	CRT_EXC	4/29/1985	40
F	1/22/1959	EXM	Sheriff's Captain	50.76	EXC_SAF	11/16/1981	40
M	8/16/1951	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	6/4/1977	40
M	12/4/1946	EXM	Sheriff's Deputy Chief	57.69	EXC_SAF	1/9/1971	40
M	2/4/1960	EXM	Chief Deputy County Counsel	63.63	EXC	2/14/1994	40
F	11/30/1958	EXM	Executive Secretary II	19.56	EXC_C07	12/4/1980	40
F	7/12/1960	EXM	Executive Secretary II	19.56	EXC_C07	5/22/1989	40
M	10/6/1943	EXS	BG General Manager Water/Sanit	46.89	EXB	3/4/1974	40
F	5/22/1953	EXM	Dep Director Transitional Asst	30.38	EXC	1/24/1983	40
M	8/1/1947	CNR	Superior Court Commissioner	56.77	CTC	7/17/1995	40
F	1/6/1958	EXM	Executive Secretary II	19.56	EXC_C07	8/16/1997	40
F	1/7/1953	EXM	Human Resources Analyst I	28.21	EXC	11/20/1978	40
M	12/3/1952	EXM	Chief Building Construction En	42.86	EXC	1/16/1989	40
M	11/28/1954	EXM	Code Enforcement Division Chf	39.81	EXC	3/3/1984	40
F	1/16/1945	EXM	Chief Deputy Job/Employ Svcs	30.38	EXC	12/3/1990	40
M	1/10/1959	EXM	Administrative Analyst III	38.86	EXC	3/20/1982	40
M	7/16/1960	EXS	BG Assistant Fire Marshal	35.64	EXC	11/25/1985	40
F	7/20/1967	EXM	Field Representative	29.63	EXB	1/13/1992	40
F	6/20/1949	EXM	Risk Manager	45.03	EXC	5/13/1974	40
M	7/3/1950	EXS	BG Co Fire Dept Battalion Chf	41.71	EXC_SAF	8/28/1976	40
M	2/22/1945	EXM	Deputy County Counsel IV	52.23	EXC	1/13/1992	40
M	5/17/1963	EXM	Departmental IS Manager	43.92	EXC	11/20/1989	40
F	1/19/1959	EXM	Administrative Analyst III	38.86	EXC	5/22/1989	40
F	11/24/1958	EXM	Human Resources Officer II	33.47	EXC	7/21/1980	40
M	12/5/1944	EXM	Sheriff's Captain	47.45	EXC_SAF	6/26/1967	40
F	6/24/1948	EXM	County Counsel Paralegal	21.05	EXC_C07	7/8/1991	40
F	6/5/1960	EXM	Executive Secretary II	19.56	EXC_C07	7/6/1996	40
F	9/17/1949	EXM	Auditor-Controller Manager	31.9	EXC	8/18/1997	40
M	5/20/1972	EXM	Human Resources Officer II	31.9	EXC	8/16/1997	40
F	3/13/1968	EXM	Human Resources Officer II	38.86	EXC	7/29/1991	40
F	3/2/1945	EXM	Human Resources Division Chief	45.03	EXC	1/31/1998	40

Request for Proposals for Long Term Disability (LTD) Benefits

Exhibit 5

RFP # HRD 03-022

CENSUS DATA

Sex	Birthdate	Union Code	Job Title	Comp Rate	Elig Fld 1	Hire Date	Std Hrs/Wk
F	2/27/1956	EXM	Executive Secretary III	21.05	EXC	3/26/1979	40
M	5/2/1953	EXM	Director Arrowhead Reg Med Ctr	91.6	EXA	8/29/1998	40
F	1/16/1962	EXM	Human Resources Officer II	36.97	EXC	2/17/1987	40
M	8/23/1938	CNR	Superior Court Commissioner	56.77	CTC	9/16/1977	40
F	9/12/1972	EXM	Administrative Analyst III	33.47	EXC	9/14/1996	40
F	1/10/1964	EXM	Chief of County Counsel'sAdmin	34.33	EXC	9/13/1996	40
F	8/7/1947	CNT	Cont Field Rep 4th District	29.63	EXB	12/5/1998	40
M	8/9/1956	EXM	SldWstMgtDivisionManager	45.03	EXC	2/8/1993	40
M	12/30/1951	ELC	Elec Auditor-Controller/Record	70.86	ELC	12/1/1986	40
F	12/27/1965	EXM	Human Resources Analyst I	28.21	EXC	4/22/1991	40
F	7/22/1961	EXM	Human Resources Analyst I	26.21	EXC	1/16/1984	40
F	5/31/1950	EXM	Deputy Director, Child Support	32.68	EXC	3/26/1979	40
F	8/15/1962	EXM	Departmental IS Manager	43.92	EXC	8/29/1988	40
M	1/27/1947	EXM	Deputy Administrative Officer	47.3	EXB	2/7/1983	40
F	9/4/1968	EXM	Human Resources Analyst I	24.35	EXC	5/13/1994	40
F	7/31/1960	EXM	Executive Secretary II	19.56	EXC_C07	2/16/1988	40
M	7/22/1951	EXS	BG CSA 70 Fire Agy Division Ch	45.8	EXB_SAF	9/10/1988	40
M	7/4/1954	EXM	Deputy County Counsel V	56.24	EXC	6/20/1994	40
M	6/30/1944	ELC	Elective Assessor	58.7	ELC	1/3/1995	40
F	10/15/1950	EXS	BG Crestline Sani District Mgr	34.32	EXB	11/17/1980	40
M	9/21/1951	EXM	Info Services Division Chief	48.5	EXC	11/24/1975	40
M	7/22/1946	EXM	Deputy Director ECD	39.81	EXC	10/26/1970	40
M	8/17/1957	EXM	Sheriff's Captain	50.76	EXC_SAF	9/7/1982	40
F	5/6/1948	EXM	HSS Auditing Manager	43.92	EXC	11/1/1972	40
M	3/12/1942	EXM	Chief Probation Officer	57.3	EXB	11/4/1968	40
F	12/13/1965	EXM	Executive Secretary II	19.56	EXC_C07	11/5/1990	40
F	10/15/1955	EXM	Executive Secretary II	19.56	EXC_C07	12/14/1992	40
M	11/25/1956	EXS	BG CSA 70 Fire Agy Ast Chief	51.9	EXB_SAF	6/26/1995	40
M	8/19/1957	EXM	Auditor-Controller Manager	31.12	EXC	7/7/1986	40
F	3/10/1954	EXM	Executive Secretary I	17.32	EXC_C07	2/15/1997	40
F	12/24/1972	EXM	Human Resources Analyst I	23.19	EXC	5/23/1997	40
M	9/14/1967	EXM	Human Resources Analyst I	23.19	EXC	5/5/2001	40
F	8/29/1956	EXM	Sheriff's SpecialAssistant	24.96	EXC	11/14/1977	40
F	2/3/1943	EXM	Executive Secretary I	17.32	EXC_C07	7/2/1979	40
F	8/25/1962	EXM	Executive Secretary II	19.56	EXC_C07	8/11/1980	40
F	10/28/1942	CNT	Cont Field Rep 1st Dist	20.78	EXB	12/2/2000	40
F	11/18/1949	EXM	Director of Preschool Services	48.24	EXB	4/8/1991	40
M	12/9/1944	EXM	Assistant Sheriff	65.12	EXC_SAF	5/2/1970	40
F	4/11/1969	EXM	Human Resources Analyst I	28.21	EXC	1/7/1994	40

CANADA LIFE

No. 40432

We, The Canada Life Assurance Company, agree to pay the benefits that become payable under this policy to the person or persons entitled.

This agreement is subject to the provisions on the attached pages which, together with this page, and the Exhibits make up the policy. The Schedule of Exhibits sets forth each Exhibit which is to be attached to and made a part of this Policy and to whom each such Exhibit applies.

This policy will take effect on January 1st, 2002.

Policyholder - COUNTY OF SAN BERNADINO

Issued at our Head Office at Atlanta, Georgia, as of January 1st, 2002.



Secretary



President

GROUP POLICY

Not eligible for dividends

WARNING

This is a legal contract between the Policyholder
and The Canada Life Assurance Company

READ YOUR POLICY CAREFULLY

GDP97

THE CANADA LIFE ASSURANCE COMPANY
HOME OFFICE: 330 UNIVERSITY AVE., TORONTO, ONTARIO, CANADA M5G 1R8
U. S. HEAD OFFICE: 6201 POWERS FERRY RD., NW, ATLANTA, GA 30339

In the event that you need to contact someone about this insurance, you may contact the insurance company issuing this insurance at the following address and telephone number.

Group Customer Service Center
The Canada Life Assurance Company
6201 Powers Ferry Road
Atlanta, Georgia 30348
Telephone: (800) 554-4026

If discussions with us at The Canada Life Assurance Company fail to produce a satisfactory resolution to your problem, you may contact:

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, California 90013
(800) 927-4357

CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT
SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, as noted in the box below, and is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the California Life and Health Insurance Guarantee Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

California Life and Health Insurance
Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of the insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this Guarantee Association if:

- * Their insurer was not authorized to do business in this state when it issued the policy or contract;
- * Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- * They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Association also does NOT provide coverage for:

- * Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- * Employer or association plans, to the extent they are self-funded or uninsured;
- * Synthetic guaranteed interest contracts;
- * Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- * Any policy of reinsurance unless an assumption certificate was issued;
- * Interest rate yields that exceed an average rate;
- * Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act also limits the amount the Association is to pay benefits as follows:

- * 80% of what the life insurance company would owe under a life policy or annuity contract up to
- * \$100,000 in cash surrender values,
- * \$100,000 in present value of annuities, or
- * \$250,000 in life insurance death benefits.
- * A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

- * A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

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REWRITTEN POLICY

This policy replaces the previous policy bearing No.H. 40432, issued by us with an effective date of [January 1st, 1996](#), including any amendments that were made to such previous policy.

Each person who was insured under the previous policy immediately prior to the Effective Date of this policy will be insured under this policy on its Effective Date if he is then a member of a class of persons who may be insured. However, only the terms of the previous policy will apply to him in either of the situations described below:

1. If he is not actively at work on the Effective Date of this policy. The terms of this policy will begin to apply to him when he is again actively at work.
2. If he suffers a recurrence of a disability that is part of a continuous period of disability which commenced while he was insured under the previous policy. The terms of this policy will begin to apply to him when such continuous period of disability has ended and he is again actively at work.

Neither of the following will apply to a person who was insured under the previous policy immediately prior to the Effective Date of this policy.

1. The completion of the period of service, if any, that is described in the Schedule of Insurance provision of this policy.
2. The When Your Insurance Begins provision of this policy.

Each person who was not insured under the previous policy immediately prior to the Effective Date of this policy will only become insured under this policy when in accordance with the following:

1. The completion of the period of service, if any, that is described in the Schedule of Insurance provision of this policy.
2. The When Your Insurance Begins provision of this policy.

GD600-252

DEFINITIONS

The definitions as they relate to the provisions to administer the benefits are defined as such in an Exhibit listed in the Schedule of Insurance.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The provisions regarding eligibility and effective dates of insurance with respect to any Employee are set forth in the Exhibit which applies to such Employee.

CONTRIBUTIONS

The provisions regarding contributions to the plan with respect to any Employee are set forth in the Exhibit which applies to such Employee.

CESSATION OF INSURANCE

An Employee's insurance will cease as set forth in the Exhibit which applies to such Employee. Benefit payments will cease for an Employee as set forth in the Exhibit which applies to such Employee.

SCHEDULE OF INSURANCE

The amounts of insurance and the basic provisions of insurance for an Employee are as set forth in the Exhibit which applies to such Employee.

POLICYHOLDER GENERAL PROVISIONS

CONTRACT

The contract consists of:

- a) this Policy, including the Schedule of Insurance; *and*
- b) the application of the Employer; *and*
- c) the individual applications, if any, of the Eligible Employees; *and*
- d) any amendment to this Policy agreed to in writing.

The Policyholder will act for any Associated Company named on the Schedule of Insurance in all matters concerning this contract. Every act done by, agreement made with, and notice given to the Policyholder is binding on the Associated Company.

APPLICABLE JURISDICTION

This Policy is subject to the laws of the Applicable Jurisdiction.

DISTRIBUTION OF CERTIFICATES

Canada Life will give Certificates to the Employer for delivery to Insured Eligible Employees. The Certificate does not change the provisions of this Policy. The Policyholder is responsible for distributing a Certificate to each Insured Eligible Employee. Canada Life is not responsible and Canada Life does not bear any liability for Certificates not distributed or materials used instead of, or in addition to, the Certificates.

RENEWAL

This Policy will be renewed on each Policy Anniversary Date, unless this Policy is canceled.

The Policy Anniversary Date means [January 1st](#).

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which on the Policy Effective Date is in conflict with the statutes of the Applicable Jurisdiction is amended to meet the minimum requirements of such statutes.

POLICY CANCELLATION

CANCELLATION BY THE POLICYHOLDER

The Policyholder may cancel the Policy by giving Canada Life 31 days advance written notice. The date the Policy is canceled is the *later* of:

- a) the date stated in the notice; *or*
- b) the date Canada Life receives the notice.

CANCELLATION BY THE INSURER

Canada Life may terminate this policy as of the date on which any premium is due if, at any time, the number of persons who are insured is less than 20 or is less than 100% of the number of persons who are then members of the class or classes of persons who may become insured under this Policy as of the date on which any premium is due. We may also, for any other reason, terminate this Policy as of the date on which any premium is due. We must give you at least 31 days written notice prior to the date on which this Policy is to terminate.

You will be required to give each person at least 15 days written notice prior to the date on which this Policy is to terminate. Failure to give written notice within such 15 day period will not continue insurance in force with respect to a person beyond the time this Policy would otherwise have terminated.

CANCELLATION BY MUTUAL AGREEMENT

The Policy may be canceled on a date set by mutual agreement between Canada Life and the Policyholder.

CANCELLATION BECAUSE OF NON-PAYMENT OF PREMIUM

The Policy will automatically lapse on the last day for which premium was paid if Canada Life does not receive in full the premium due by the last day of the grace period.

POLICYHOLDER OBLIGATIONS

The Policyholder must pay Canada Life all premiums due and unpaid for the full period that the Policy is in force.

The Policyholder is responsible for notifying all Insured Eligible Employees about a cancellation of this Policy. Upon cancellation of the Policy, the Policyholder must provide a list of Eligible Employees not Actively at Work on the cancellation date.

SELF-ADMINISTRATION

At Your request, this policy is self-administered. For that reason it is expressly provided that:

1. All documents and notices that would otherwise be deposited at the Head Office of Canada Life in accordance with the terms of this policy will be held by You. This will not apply to any Proof of Good Health required by Canada Life under this Policy nor to any notice required by Canada Life to process any claim.
2. Whenever Canada Life requests, You will furnish Canada Life with all of the documents relating to a person's Insurance which have been completed in accordance with the terms of this policy and are being held by you.
3. Canada Life may inspect and examine the records which pertain to a person in so far as the records affect his Insurance or his eligibility for Insurance.
4. Whenever Canada Life requests, You will deposit with the Head Office of Canada Life a statement listing *all of the following*:
 - a) each person who is then insured; *and*
 - b) the Class of each person under the schedule; *and*
 - c) the amount of earnings that apply to each person; *and*
 - d) the date of birth of each person; *and*
 - e) if applicable, the occupation of each person.

PREMIUMS

PREMIUM PAYMENTS

The Policyholder must pay all premiums monthly in advance to the Head Office of Canada Life or to another place set by Us. If any check, draft, money order, or other instrument is not honored when presented in the due course of business, the premium is considered unpaid. The first premium is due on the Policy Effective Date. Future premiums are due on each following Premium Due Date.

GRACE PERIOD

If any premium is not paid when due, the Policy will be in default on that date. The Policyholder has a grace period of 31 days after that date to pay the premium. The Policy will automatically lapse on the last day for which premium was paid if Canada Life does not receive in full the total premium due by the last day of the grace period.

CALCULATION OF PREMIUMS

The premium due is the sum of the premiums for all Insured Eligible Employees. Canada Life will give the Premium Rates to the Policyholder with an explanation of how to apply them to calculate the premium due.

PREMIUM RATES

This initial premium rate for the **long term disability insurance** will be in effect for the first 24 **months** following the Policy Effective Date.

However, the initial premium rates will not remain in effect if:

- a) the Policy is amended; **or**
- b) the size of the group Insured by this Policy changes by **10%** or more;
- c) there is a change in law or regulation that affects the Policy; **or**
- d) there is a change in coverage.

Once the initial premium effective months are completed, Canada Life may change the Premium Rate on any Premium Due Date. Canada Life will give the Policyholder 31 days written notice before changing the Premium Rate. Factors that Canada Life may consider when changing the Premium Rate include, but are not limited to:

- a) an amendment of the Policy; **or**
- b) a change in law or regulation that affects the Policy; **or**
- c) a change in the participation level; **or**
- d) a change in coverage; **or**
- e) claims experience; **or**
- f) our operating expenses; **or**
- g) a change in the practices of the Employer that affects the Policy; **or**
- h) a change in the size or demographics of the group.

ADJUSTMENTS TO THE AMOUNT OF PREMIUM DUE

If there is any change in the amount of insurance in force under this policy between the dates on which premiums are due, an adjustment premium or a refund will be due. The adjustment premium or the refund will be due on whichever of the following dates apply.

1. If the change occurs on or prior to the 15th day of a policy month, the first day of such policy month.
2. If the change occurs after the 15th day of a policy month, the first day of the next policy month. However, an adjustment premium or refund will not be due if, on the first day of the next policy month, a regular premium is due.

If we do not receive notice of a change due to a decrease in or the termination of an amount of insurance within 60 days of the date such change occurred, we will limit the refund to 2 months premium.

The amount of insurance with respect to a person will be decreased or terminated in accordance with the other terms of this policy. The payment of premiums with respect to a person's insurance after the date of such decrease or termination will not continue to provide insurance of the amount which was in effect with respect to such person prior to such decrease or continue insurance in force with respect to such person after such termination, whether or not all or part of such premium is refunded.

Refunds will be applied in or toward the payment of any outstanding premiums and adjustment premiums. Any balance will be held at your credit, without interest, and will be applied in or toward payment of succeeding premiums and adjustment premiums as and when they fall due. However, you may, at any time withdraw in cash any amount so held at your credit.

If this policy is terminated in accordance with the Termination of Policy provision, you will pay to us all adjustment premiums that are due and have not been paid. You will also pay to us a pro rata premium for the period (if any) elapsed from the date on which the last unpaid premium was due to the date on which this policy is terminated.

We will not be required to accept the payment of any premium otherwise than from you.

SCHEDULE OF EXHIBITS

1. Group Insurance Application
2. GDC97 Class 1 Series with any numerical and alphabetical suffix as shown in the Exhibit
3. GDC97 Class 2 Series with any numerical and alphabetical suffix as shown in the Exhibit
4. GDC97 Class 3A Series with any numerical and alphabetical suffix as shown in the Exhibit
5. GDC97 Classes 3B&C Series with any numerical and alphabetical suffix as shown in the Exhibit

COUNTY OF SAN BERNADINO

GROUP LONG TERM DISABILITY PLAN

GDC97

CLASS 3A

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STATEMENT TO INSUREDS

THE CANADA LIFE ASSURANCE COMPANY

HEAD OFFICE: 6201 POWERS FERRY RD., NW
ATLANTA, GEORGIA, 30339

HAS ISSUED

GROUP DISABILITY INCOME POLICY 40432 LTD

TO

COUNTY OF SAN BERNADINO

This Booklet-Certificate is issued to insured persons as evidence of their coverage. It explains the features of the group plan. Canada Life urges You to read it with care so that You will have a full understanding of the Plan and what it could mean to You and Your family.

This Booklet-Certificate takes the place of all certificates which may have been issued to You before. It is an important document and should be kept in a safe place. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. No clerical error will invalidate Your insurance coverage if it is otherwise validly in force.

Fraud:

It is a crime if, knowingly, and with intent to injure, You defraud or deceive Us, or provide any information that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim and are subject to prosecution and punishment to the full extent under state and/or federal law. Canada Life will pursue all appropriate legal remedies in the event of Insurance fraud.

GDC97-02

In the event that you need to contact someone about this insurance, you may contact the insurance company issuing this insurance at the following address and telephone number.

Group Customer Service Center
The Canada Life Assurance Company
6201 Powers Ferry Road
Atlanta, Georgia 30348
Telephone: (800) 554-4026

If discussions with us at The Canada Life Assurance Company fail to produce a satisfactory resolution to your problem, you may contact:

Consumer Service Division
California Department of Insurance
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Los Angeles, California 90013
(800) 927-4357

CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT
SUMMARY DOCUMENT AND DISCLAIMER

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The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Arkansas Life and Health Insurance Guarantee Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

California Life and Health
Insurance Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, of if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of the insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this Guarantee Association if:

- * Their insurer was not authorized to do business in this state when it issued the policy or contract;
- * Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- * They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Association also does NOT provide coverage for:

- * Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- * Employer or association plans, to the extent they are self-funded or uninsured;
- * Synthetic guaranteed interest contracts;
- * Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- * Any policy of reinsurance unless an assumption certificate was issued;
- * Interest rate yields that exceed an average rate;
- * Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act also limits the amount the Association to pay benefits as follows:

- * 80% of what the life insurance company would owe under a life policy or annuity contract up to
- * \$100,000 in cash surrender values,
- * \$100,000 in present value of annuities, or

- * \$250,000 in life insurance death benefits.
- * A maximum of \$250,000 of for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

- * A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

SCHEDULE OF INSURANCE

Class: Name: **3A**

Description: **Exempt Executive County Administrator**

Service Waiting Period: The first day of the month coincident with or next following the completion of of continuous employment provided that You were Actively at Work on Your last scheduled work day.

Benefit Percentage: **60%**

Maximum Benefit: **\$5,000**

Minimum Benefit: At no time will Your benefit be less than \$100 per month unless otherwise provided under the terms and conditions of this policy.

Your Monthly Income Benefit helps to protect You from loss of income due to a Disability as defined in the Policy. Your Monthly Income Benefit is subject to maximums and to reductions by Your Income From Other Sources. Refer to the Amount of Monthly Income Benefit for Disability sections for details about how Your Monthly Income Benefit is calculated.

Elimination Period: The *longer* of:

- a) 90 days:
- or*
- b) until the expiry of any Employer sponsored short term disability benefits; or
- c) the date your accumulated sick leave, salary continuation or insured short term disability payments end, if applicable.

Maximum Benefit Period:

AGE AT DATE DISABILITY COMMENCES	MAXIMUM BENEFIT PERIOD
Under 65	to age 65 (a minimum of 60 Monthly Income Benefit payments will be made).
65 to 68	to age 70 (a minimum of 12 Monthly Income Benefit payments will be made).
69 or over	12 Monthly Income Benefit payments

The Maximum Benefit Period is the *longer* of:

- (a) the period shown in the above table; *or*
- (b) until Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act.

Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act is determined by the year of Your birth, as follows:

Year of Birth	Normal Retirement Age
Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months
1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

Premium Contributions: Your coverage is contributory. This means You pay all or part of Your premium

You must read this Schedule of Insurance in conjunction with the rest of the Policy.

GDC97-03

DEFINITIONS

Below are the terms as defined in the Policy.

All male terms will include the female term, unless stated otherwise.

GENERAL DEFINITIONS

Accident means an occurrence causing Injury, damage or loss.

Actively at Work means that You are *either*:

- (a) actually performing Your normal duties, if it is a scheduled work day; *or*
 - (b) capable of performing Your normal duties, if You are *not* at work due to a non-scheduled work day, holiday or vacation day;
- at Your normal place of employment or at some other location where Your Employer's business requires You to be.

Annual Earnings are based on the premium amount received at the time Canada Life receives Proof of Your Disability.

Annual Earnings means Your annual gross base earnings. Annual Earnings excludes any income You receive such as but not limited to commissions, bonuses, dividends, overtime and profit sharing.

Appropriate Evaluation and Treatment means medical care and treatment that meets *all* of the following:

1. It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Disability; *and*
2. It is deemed medically necessary and appropriate to meet the needs of your Disability; *and*
3. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies; *and*
4. It is consistent with the diagnosis of Your condition; *and*
5. Its purpose is maximizing Your medical improvement and aiding in your return to work.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the index is discontinued or changed, another comparable index may be used by Us.

Disability means You have a Total Disability *or* a **Residual Disability** as defined in this Policy.

Disabled means You are Totally Disabled *or* **Residually Disabled** as defined in this Policy.

Effective Date means **January 1st, 2002**.

Eligible Employee means each eligible employee who works at least 30 hours per week for the employer on a regular basis. An Employee must be a legal citizen or resident of the United States or Canada. This does not include temporary, seasonal, or contract employees. An Employee who is not a citizen is ineligible for Insurance if he leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Elimination Period is the period that You must have been continuously Disabled before You may receive payments under the policy as outlined in the Schedule of Insurance. The Elimination Period begins on the day that You meet the Definition of Disability under this Policy. If You cease to be Disabled for 30 days or less during the Elimination Period, those days will not interrupt the Elimination Period and the Disability will be treated as continuous. You must serve the *full 90 day* Elimination Period within a total period equal to 120 days. Any day that You cease to be Disabled as defined under this Policy will not be considered to satisfy the Elimination Period.

Employer means the Policyholder.

Hospital or medical facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Indexed Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date You became disabled, increased by an index factor. The index factor adjustment will be made starting on the 13th benefit payment and on each anniversary of that date. The amount of each adjustment will be the *lesser* of:

- (a) 3%; or
- (b) the percentage increase in the CPI-W during the prior Calendar Year.

Injury means bodily injury caused by an Accident.

Insurance means the group long term disability income insurance coverage provided by the Policy.

Leave of Absence means an arrangement where You and the Employer agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If an Eligible Employee becomes Disabled while on Leave of Absence, Monthly Income Benefits will be based upon Monthly Earnings as last reported to Canada Life immediately prior to the beginning of the Leave of Absence.

Legal Residence means a place of permanent residence. This is a fixed place of residence which You intend to be Your home and to which You intend to return despite temporary residences elsewhere or temporary absences.

Material and Substantial Duties means duties that:

- a) are normally required for the performance of Your own or any occupation; and
- b) cannot be reasonably omitted or modified.

Monthly Earnings means Your Annual Earnings divided by 12.

Monthly Income Benefit means the *lesser* of:

- a) the amount of Your Pre-Disability Monthly Earnings multiplied by the Benefit Percentage; *or*
- b) the Maximum Benefit as shown in the Schedule of Insurance.

Monthly Income Payment means Your Monthly Income Benefit as calculated under the Amount of Monthly Income Payment provision.

No fault Auto Insurance means a motor vehicle plan or policy that pays benefits without regard to who was at fault in any motor vehicle Accident that occurs.

Own Occupation means the duties that You regularly performed for which You were covered under this Policy immediately prior to the date Your Disability began. The occupation may involve similar duties that could be performed with Your Employer or any other employer.

Physician means a qualified doctor of medicine, other than You or a member of Your family, who is both licensed by at least one state to practice medicine and who is providing You with appropriate medical care within the area of his or her medical training and qualifications.

Policy means the group long term disability income policy issued by Canada Life to the Policyholder and described by this Certificate.

Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date you became Disabled.

Pregnancy includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy. It also includes therapeutic abortions or complications arising from any abortion.

Prior Plan means a policy or plan of group long term disability income benefits which this Policy replaces and which was in force until the day before [January 1st, 2002](#).

Proof of Good Health means proof satisfactory to Canada Life of Your health and other information related to Your insurability that Canada Life uses to determine whether You can become Insured. This includes, but is not limited to, completion of the Proof of Good Health form, copies of Your Physician's consultation notes and narrative report completed by Your Physician.

Salary Continuation Plan means continued payments to You by Your Employer of all or part of Your Monthly Earnings after You become Disabled. This continued payment must be part of an established plan maintained by Your Employer for the benefit of all employees. Salary continuation does not include compensation paid to You by Your Employer for work You actually perform after Your Disability begins.

Sickness means an illness, disease, or pregnancy.

Social Security Plan means disability or retirement benefits that You, Your spouse or any of Your dependents have received or are eligible to receive because of Your Disability under:

1. the United States Social Security Act;
2. the Canada Pension Plan;
3. the Quebec Pension Plan;
4. any other Federal, State, provincial or local government act or law.

We, Us, and Our mean the insurer, Canada Life Assurance Company.

Work Earnings means Your gross Monthly Earnings from work You perform while Disabled, including Earnings from Your Employer, any other employer or self-employment. If You are paid in a lump sum or on a basis other than monthly, Canada Life will prorate Your Work Earnings over the period of time to which they apply. If no period of time is stated, Canada Life will use a reasonable period of time. Work Earnings will not include any renewal commissions, overriding renewal commissions, or service fees received on business sold before You became Disabled.

You and Your mean an Eligible Employee.

Other terms are defined elsewhere in the Policy.

GDC97-04

DEFINITION OF DISABILITY AND DISABLED

Totally Disabled and Total Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness You meet *all* of the following:

- a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, Totally Disabled and Total Disability mean because of an Injury or Sickness, *all* of the following are true:

- a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

Residually Disabled and Residual Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness, You meet *all* of the following:

- (a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 80% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, **Residually Disabled and Residual Disability** mean because of an Injury or Sickness, *all* of the following are true:

- (a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 60% of Your Indexed Pre-Disability Monthly Earnings.

The loss of a professional license, occupational license or certification does not in itself mean You are Disabled.

Your loss of earnings must be a direct result of Your Sickness, Pregnancy or Injury. Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

GDC97-05

RECURRENT DISABILITY

Recurrent Disability means a Disability which has the same cause as the original Disability and begins after you have returned to work for less than 6 months.

Canada Life will treat the Recurrent Disability as part of the original Disability, subject to *all* of the following:

- (a) You will not have to satisfy a new Elimination Period if You have already satisfied the Elimination Period with Canada Life for the original Disability; *and*
- (b) Any benefit payments will be subject to the terms of this policy for the original Disability; *and*
- (c) You remain continuously insured under this Policy for the period between the original Disability and the recurrent Disability.

Any disability that does not have the same cause as the original Disability that occurs during the 6 month period will be treated as a new Disability and You must satisfy a new Elimination Period.

If the Recurrent Disability begins more than 6 months after the end of the original Disability, You must satisfy a new Elimination Period.

You will not receive benefits under this provision if You are entitled to receive benefits under any other group long term disability income policy or plan.

CONCURRENT DISABILITY

If a new Disability occurs while Monthly Income Benefits are payable, it will be treated as part of the same period of Disability and is subject to *both* of the following:

- 1. The Maximum Benefit Period; *and*
- 2. Exclusions and Limitations provisions.

GDC97-12

BECOMING INSURED

WHEN YOUR INSURANCE BEGINS

If *You pay all or part* of the premium for Your Insurance, Your Insurance begins on the first day You are Actively at Work coincident with or following *one* of the dates below:

- 1. If Your application to become insured is completed *on or before the earliest date* on which You may become insured, Your Insurance will take effect on that earliest date; *or*
- 2. If Your application to become insured is completed *no more than 30 days* after the earliest date on which You may become insured, Your Insurance will take effect on the date on which Your application has been completed; *or*
- 3. If Your application to become insured is completed *more than 30 days* after the earliest date on which You may become insured, Your Insurance will take effect on the date on which Canada Life has, in writing, either approved Proof of Good Health or waived, in writing,

such requirement. Any Proof of Good Health must be provided without expense to us.

If You are required to give Proof of Good Health for all or a portion of Your Insurance, that Insurance for which Proof of Good Health is required begins on the date Canada Life approves Your Proof of Good Health.

BECOMING INSURED AGAIN AFTER YOUR INSURANCE ENDS

You may become insured again under the Group Policy after Your Insurance ends because You leave employment with Your Employer. The general rule is that You may become insured again on the same basis as an Eligible Employee as provided in the Becoming Insured section. However, the following special rules apply if You leave employment with Your Employer and are rehired,

1. *within **twelve months** of the date your Insurance ended and You **meet the definition of an Eligible Employee**, You do not need to satisfy a new Service Waiting Period; or*
2. *within **twelve months** of the date your Insurance ended and You **do not meet the definition of an Eligible Employee**, all periods of full-time work may be used to satisfy a new Service Waiting Period; or*
3. *more than **twelve months** after the date Your Insurance ended, any past periods of work will not be used to determine the date that you satisfy the new Service Waiting Period.*

Delayed Effective Date for Your Insurance

If You are not Actively at Work on the date Your Insurance would otherwise begin, Your Insurance begins on the date You are again Actively at Work.

ENROLLMENT

You must enroll for Your Insurance if You pay all or part of the premium. You must agree to pay the required premium and complete and sign a group enrollment form that is satisfactory to Us.

GDC97-13

CHANGES IN INSURANCE

CHANGE IN CLASS OR MONTHLY EARNINGS

The amount of Your Monthly Income Benefit may change if:

- (a) You become a member of a different Class; *or*
- (b) the amount of Your Monthly Earnings changes; *and*
- (c) Your Employer tells Canada Life in writing about a change in Class or a change in the amount of Monthly Earnings no later than 31 days after the change occurs; *and*
- (d) the premium paid is based on the change.

If the change would *decrease* Your amount of Insurance, the decrease takes effect on the date of the change.

If the change would *increase* Your amount of Insurance, the increase takes effect on the first day of the month following or coincident with the first day You are Actively at Work following the *later* of the date:

- (a) the change occurs; *or*
- (b) Canada Life approves Your Proof of Good Health, if You are required to give Proof of Good Health.

GDC97-14

WHEN YOUR INSURANCE ENDS

Your Insurance will end on the *earliest* of the date:

- 1. the Policy is canceled; *or*
- 2. You cease to be a member of a Class defined on the Schedule of Insurance; *or*
- 3. the Policy is changed to end the Insurance for Your Class; *or*
- 4. that is the last day of the period for which premium was paid, if a premium is not paid when due; *or*
- 5. You retire; *or*
- 6. You die; *or*
- 7. Your Monthly Income Benefits end, if You are not again Actively at Work; *or*
- 8. You start full-time active duty with the armed forces of any country or international organization; *or*
- 9. You cease to be an Eligible Employee as defined in the Definitions of this policy; *or*
- 10. The end of the month following the month You cease to be Actively at Work due to an Injury or Sickness for which you do not receive Monthly Income Benefits.
- 11. You request, in writing, for Your Insurance to be terminated.
- 12. You cease to be Actively at Work. However, Your Employer may continue Your Insurance (unless it ends due to any of the above reasons) during the following periods:
 - (a) until the end of the month following the month You cease to be Actively at Work due to a temporary lay-off;
 - (b) until the end of the month following the month You cease to be Actively at Work due to a Leave of Absence;
 - (c) until the end of the month following the month You cease to be Actively at Work due to Your being called to active duty as a reservist with the Armed Forces Reserve;
 - (d) during an absence from work due to a Leave of Absence that is in compliance with the

Family Medical Leave Act.

After Canada Life determines that You are Disabled, Your Monthly Income Benefits *will not* be affected by:

1. termination or cancellation of the Employer's plan; *or*
2. termination of Your coverage; *or*
3. any amendment that is effective after the date You are Disabled.

GDC97-16

INCOME FROM OTHER SOURCES

As set out in the Amount of Monthly Income Benefit for Disability sections, Canada Life takes into account the total of all Your Income From Other Sources in determining the amount of Your Monthly Income Benefit. Your Income From Other Sources is any amounts that You receive as a result of Your Disability from the following:

1. Any amounts from the Employer as commissions, severance allowance, sick pay. Work Earnings and Rehabilitative Benefits will not be used to reduce Your Monthly Income Benefit except as described in any applicable Income Offset Method, Proportionate Method and Rehabilitation Feature.
2. Any amounts from a retirement or pension plan for which **any** Employer has paid any part of the cost, except for the portion of the benefits that represent Your contribution to the plan. The following *are not* considered to be retirement plans:
 - a) profit sharing plans;
 - b) thrift or savings plans;
 - c) non-qualified plans of deferred compensation;
 - d) plans under IRC Section 401(k) or 457;
 - e) individual retirement accounts (IRA);
 - f) tax sheltered annuities (TSA) under IRC Section 403 (b);
 - g) stock ownership plans; or
 - h) Keogh (HR-10) plans.
3. Any amounts from other valid coverage of which we did not receive written notification prior to Your Disability. Other valid coverage is coverage not with Canada Life, providing benefits for loss of income for Your Disability. The following are considered to be other valid coverage:
 - a) any amounts from another group disability insurance policy or plan for which the Employer has paid any part of the cost:
 - b) any amounts from another group insurance policy for which the Employer has paid any part of the cost. A group Insurance policy is one which the Employer contributes toward or makes payroll deduction for *any* of the following:

- i) other group health insurance policies to the extent that they provide benefits for loss of time from work due to disability; *and*
 - ii) a group life policy that provides installment payments for permanent total disability.
- 4. Any amounts under a Workers' Compensation law, an occupational disease law, or any similar act or law.
- 5. **After You have received 12 Monthly Income Benefit payments for Injury or Sickness**, any amounts because of Your disability or retirement under the United States Social Security Act or under any similar plan or act, including similar plans or acts in other countries. This includes *any* amounts from these sources because of Your disability or retirement that
 - a) You receive, are entitled to receive or would have been eligible to receive upon making timely application because of Your disability or retirement.
 - b) are available with respect to Your spouse and dependents (regardless of marital status or their place of Legal Residence) because of Your disability or retirement. If You are divorced or legally separated, benefits paid directly to Your dependents will be considered.
- 6. Where allowed under state law, any amounts for loss of income under No-fault Auto Insurance.
- 7. Any amounts for loss of income from a compromise, settlement, or damages whether disputed or undisputed.
- 8. Any amounts from the Maritime Maintenance and Cure (Jones Act).
- 9. Any amounts from any Unemployment Insurance Law or Program.
- 10. Any amounts as loss of income awards or loss of income settlements involving liability insurance or court actions.
- 11. Any amounts from the Employer as a salary continuation plan. Canada Life will not offset until Your Monthly Income Benefit plus Income from Other Sources plus the amount You receive as a salary continuation plan exceed 100% of Indexed Pre-Disability Monthly Income.

COST OF LIVING FREEZE IN INCOME FROM OTHER SOURCES

After Your Monthly Income Benefit is reduced, it is not subject to further reductions based on cost of living increases provided that the increase becomes effective while You are disabled and eligible to receive the Income from Other Sources.

Rules for Income From Other Sources

You must apply for all the Income From Other Sources for which You are eligible and do what is

needed to obtain them. If Your Social Security plan application is denied, Canada Life will assist you in appealing the decision by the Social Security plan to a level satisfactory to us.

As part of Your Proof of Disability, Canada Life requires that You furnish evidence to Canada Life that You have duly applied for all Income From Other Sources for which You are or may become eligible. This includes:

1. making the application for such benefits; *and*
2. if Your initial application is denied, and Canada Life so recommends, making any and all available appeals.

Canada Life must receive written proof that all available appeals have been exhausted.

Estimate of Potential Income From Other Sources (or other Disability Benefits)

Until you have given written proof to Canada Life that all available appeals have been exhausted, Canada Life may:

1. estimate Your monthly Income from Other Sources; *and*
2. reduce the Monthly Income Benefit payment by that amount.

If Canada Life reduces Your benefit on this basis, and if all of Your appeals are denied, Canada Life will restore the reduced amounts to You in one payment.

With proper authorization from You and your Physician, Canada Life will give You or Your legal representative information from Canada Life's claim file to assist in any appeal of denied disability or retirement benefits.

GDC97-17

AMOUNT OF MONTHLY INCOME PAYMENT

Canada Life determines the amount of Your Monthly Income Payment for Total Disability as follows:

Calculate the value of E as follows:

A Multiply the Benefit Percentage shown on the Schedule of Insurance for the option for which you are insured.	_____ %
<i>Times</i>	
Your Pre-Disability Monthly Earnings	X _____
Answer:	A = _____
B. The Maximum Benefit shown on the Schedule of Insurance for the option for	

which you are insured:

B = _____

C. The smaller of A or B:

C = _____

D Total all of Your Income from Other
Sources:

D = _____

E. Subtract D from C:

(C) _____ - (D) _____

Answer:

E = _____

GDC97-18

Income Offset Method

Canada Life determines the amount of Your Monthly Income Benefit for Residual Disability as follows:

Calculate the value of F as follows:

A	Multiply the Benefit Percentage shown on the Schedule of Insurance for the option for which you are insured.	_____ %
	<i>Times</i>	
	Your Pre-Disability Monthly Earnings	X

	Answer:	A =

B.	The Maximum Benefit shown on the Schedule of Insurance for the option for which you are insured:	B =

C.	The smaller of A or B:	C =

D	You will subtract a percentage of Work Earnings as follows: For the first 12 monthly payments 0% For the next 12 monthly payments 25% For the remaining monthly payments 50%	
	The calculation is as follows:	
	The percentage from above:	_____ %
	<i>Times</i>	
	Work Earnings	X

	Answer:	D =

E.	Total all of Your Income from Other Sources:	E =

F.	Subtract D and E from C: (C) _____ - (D) _____ - (E) _____	F =

Calculate the value of J as follows:

G.	Your Pre-Disability Monthly Earnings:	G =	_____
H.	Total all of Your Income from Other Sources:	H =	_____
I.	Your Work Earnings	I =	_____
J.	Subtract H and I from G: (G) _____ - (H) _____ - (I) _____	J =	_____

Your Monthly Income Payment equals the smaller of F or J as calculated above.

GDC97-20

As long as Canada Life has not made an overpayment, Your Monthly Income Payment will not be less than the Minimum Benefit as shown on the Schedule of Insurance.

You can not receive a Monthly Income Benefit for Total Disability and a Monthly Income Benefit for Residual Disability at the same time.

Any time the total of:

- (a) the Monthly Income Payment that You are receiving from this Policy; *and*
- (b) Income from Other Sources; *and*
- (c) any Work Earnings;

exceeds 100% of Indexed Pre-Disability Monthly Earnings, then the Monthly Income Benefit under this Policy will be reduced so that the total Monthly Income Benefit from all such sources does not exceed 100% of the Indexed Pre-Disability Monthly Earnings.

Monthly Income Benefits are paid monthly in arrears. Monthly Income Benefits are rounded to the nearest dollar.

PRORATION

Any Monthly Income Benefit payable for less than a month will be prorated based on a 30-day month. The prorated amount may be less than the Minimum Benefit.

Underpayments and Overpayments

If Canada Life determines that you have been paid less than You are entitled to, Canada Life will pay You the difference in one lump sum. If Canada Life determines that You have been paid more than You are entitled to, You must reimburse Canada Life in one lump sum.

If You do not reimburse Us, Canada Life may reduce or suspend Your Monthly Income Benefits each month until the lump sum has been exhausted or take other legal steps to recover the overpayment. If Canada Life reduces Your Monthly Income Benefit, the Monthly Income Benefit may be less than the Minimum Benefit shown in the Schedule of Insurance.

Awards of Damages

You will be required to reimburse Canada Life for any benefits Canada Life pays to You if *both* of the following conditions are met:

1. Benefits are paid or payable under this policy with respect to You; *and*
2. You have a right to and do recover damages for loss of income from any person, organization, or legal entity that is or may be liable for any Injury, Accident, Sickness or other event giving rise directly or indirectly, to the Disability for which benefits are payable.

The term damages will include any lump sum or periodic payments with respect to past present or future loss of income.

If the damages you are awarded, when added to the benefits paid under this plan, exceed 100% of Your lost income, You must reimburse Us for the amount that exceeds 100% of Your lost income. The amount You must reimburse will not be more than the benefits paid under this Policy.

If You receive damages in one or more lump sum payments instead of in monthly payments, the reimbursement amount will be based on the amount of the award. You must provide satisfactory proof of the award to Canada Life, or We will reasonably estimate the amount to be reimbursed.

Right of Reimbursement

Your lawyer may represent Canada Life's rights of reimbursement. However, Canada Life reserves the right to:

1. Appoint another lawyer to act on the behalf of Canada Life; *and*
2. Commence an action to pursue Canada Life's rights of reimbursement directly against a third party. You agree to fully co-operate with Canada Life in pursuing Canada Life's claim against the third party.

GDC97-22

EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION EXCLUSION

No amount of Monthly Income Benefit will be payable for any disability which is caused by, contributed to by, or resulting from a Pre-Existing Condition. A Pre-Existing Condition is any Injury, disease, Sickness, Pregnancy or mental disorder for which You did *any* of the following within *90 days* prior to the date on which You became insured under this policy:

1. visited or consulted a physician, hospital or medical facility *or*
2. took clinical tests or received treatment. This includes (but is not limited to) taking pills, injections or other medication to treat any condition.

This exclusion will not apply if the Elimination Period for the disability begins after You have been Insured under this policy for at least *12 months*.

GDC97-23

GENERAL EXCLUSIONS

Canada Life *does not* pay Monthly Income Benefits if Your Disability is caused by or related to *any* of the following:

1. Intentional self-inflicted injury while sane or insane.
2. An act or Accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
3. Taking part in a riot or civil commotion.
4. Committing or attempting to commit a felony, or engaging in an unlawful act or illegal occupation, or committing or provoking an unlawful act.
5. Committing or attempting to commit an assault.
6. Any Sickness or Injury arising in the course of any occupation or employment for which You receive benefits under any Workers' Compensation Act or similar law.

Canada Life *does not* pay Monthly Income Benefits for any of the following:

1. Any period while You are no longer receiving Appropriate Evaluation and Treatment from a Physician.
2. With respect to mental disorder, any period while You are not under the continuing care of a Physician specializing in psychiatric care or a designated medical practitioner approved by an appropriate body in the governing jurisdiction, or, if none by Us.
3. With respect to alcoholism and/or drug addiction, any period while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated

institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us.

4. Any period in which You unreasonably fail to submit to any medical examination requested by Us.
5. Any period that You are confined to a penal or correctional institution.
6. When You have applied for Monthly Income Benefits under fraudulent circumstances and these circumstances resulted in a conviction of fraud.
7. Any period that any other requirement of the Policy is not met.

GDC97-27

DISABILITY LIMITATIONS

Mental Illness, Alcoholism, Substance Dependency

Payment of Monthly Income Benefits is limited to a maximum of **24 months during Your lifetime** for Disability caused by or related to *any* of the following:

- (a) Mental Illness *or*
- (b) Alcoholism *or*
- (c) Substance Dependency

This is not a separate maximum for each condition or for each period of Disability. This is a combined maximum for all periods of Disability and for all of these conditions.

However, if You are confined to a Hospital because of Disability after the end of the **24 months** Canada Life will pay Monthly Income Benefits during Your confinement and for up to 60 days after You are discharged if You are still Disabled.

If within 60 days after You are discharged You are re-confined for at least 10 consecutive days because of the same Disability, then Canada Life will pay Monthly Income Benefits during Your re-confinement and for up to 60 days after You are discharged if You are still Disabled and for one additional recovery period up to 90 days.

Payment of Monthly Income Benefits will end earlier than stated above subject to the conditions of the When Your Monthly Income Benefits End section.

Mental Illness means a mental, nervous, stress-related, behavioral, or emotional disease or disorder of any type and resulting from any cause, including organic causes.

Alcoholism means an addictive relationship or pattern of use of alcohol.

Substance Dependency means an addictive relationship or pattern of use of drugs, chemicals, or similar substances.

WHEN YOUR MONTHLY INCOME BENEFITS END

Monthly Income Benefits end on the *earliest* of the date:

1. You are no longer Disabled as defined in the Definition of Disability provision; *or*
2. You are no longer receiving Appropriate Evaluation and Treatment from a Physician; *or*
3. that the Maximum Benefit Period ends; *or*
4. set out under the Disability Limitations section, if that section applies; *or*
5. of Your death; *or*
6. that Canada Life asks You for proof that You are still Disabled if Canada Life does not receive proof of disability within a reasonable period of time; *or*
7. that Canada Life asks You for details about Your Income From Other Sources, if You do not give Canada Life details within 31 days of Canada Life's request; *or*
8. that Canada Life asks You to be examined by:
 - a) a Physician; *or*
 - b) health care professional; *or*
 - c) vocational evaluator;

of Canada Life's choice, if You do not reasonably cooperate with the examiner or if You unreasonably decline to attend the examination; *or*

9. that You work, unless You are **Residually Disabled** and working in Rehabilitative Employment as part of a Rehabilitation Program approved by us; *or*
10. that You cease to reside in the United States or Canada; *or*
11. that any other requirement of the Policy is not met; *or*
12. with respect to mental disorder, any period while You are not under the continuing care of a Physician specializing in psychiatric care; *or*
13. with respect to alcoholism and/or drug addiction, any period while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us; *or*
14. any period in which You fail to submit any medical information requested by Us; *or*
15. any period that You are confined to a penal or correctional institution.
16. You have applied for Monthly Income Benefits under fraudulent circumstances.

GDC97-30

BENEFITS AFTER POLICY CANCELLATION

Cancellation of the Policy does not by itself affect Your right to receive Monthly Income Benefits for a Disability that begins while You were Insured. You must continue to comply with all requirements set out in the Policy.

GDC97-31

PREMIUM WAIVER

Canada Life does not require premiums to be paid for the period during which You are eligible to receive Monthly Income Benefits. Premium payments will be required after Your Monthly Income Benefits end if You continue to be Insured. If Your claim is admitted by Us, premium will be refunded retroactively through the Elimination Period.

GDC97-32

CONTINUITY OF COVERAGE UPON CHANGE OF INSURERS

In order to prevent loss of coverage when this policy replaces a group disability policy Your Employer had in force with another insurer within 60 days of termination of the prior policy, Canada Life will provide coverage in accordance with the following provisions.

Benefits for a Disability due to a Pre-Existing Condition may be payable to You provided:

- (a) you were insured under the Prior Plan on the last day before the Effective Date of this group policy; *and*
- (b) you were continuously insured under the group policy from the Effective Date of this Group Policy through the date the Pre-Existing Condition became disabling; *and*
- (c) benefits would have been payable under the prior plan if the prior plan had remained in force, taking into consideration the Pre-Existing Condition Exclusion or Limitation, if any, of the prior plan.

If the above conditions are met, the benefit Canada Life pays will be the Monthly Income Benefit payable under this Policy. These benefits will be reduced by the amount of any benefits for which the prior insurer is liable.

Any payment Canada Life makes will be reduced by any payments made for the same Disability under the Prior Plan.

If You cannot satisfy the above conditions and You were covered under the plan that This Plan replaced at the time of transfer, benefits may be payable under This Plan. Canada Life will give consideration towards the continuous time You were covered under the Prior Plan and This Plan. If You then satisfy the above conditions, the maximum Monthly Income Benefit Payable under This Plan will not exceed the lesser of (i) the Monthly Income Benefit under This Plan; and (ii) the Monthly Income Benefit under the Prior Plan.

Payments will cease on the *earlier* of:

- a) the date benefits cease under this Policy; *or*

- b) the date benefits would have ceased under the Prior Plan.

The applicable Pre-Existing Condition Exclusion or Limitation will apply for the amount of Monthly Income Benefits in excess of the Monthly Income Benefit provided by the Prior Plan on the last day before the Effective Date of this group policy.

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SURVIVOR BENEFIT (LUMP SUM VERSION)

If You die while You are receiving Monthly Income Benefits, Canada Life will pay a single lump-sum Survivor Benefit. Canada Life must receive proof of Your death.

The Survivor Benefit equals 3 times the **Monthly Income Benefit**. Any Survivor Benefit will be applied first to reduce any outstanding overpayment of Monthly Income Payments.

Canada Life will pay the Survivor Benefit to Your legal spouse, if living. If Your spouse is not living, Canada Life will pay the Survivor Benefit divided into equal shares to Your children. Children must be under age 21, unmarried, and dependent on You for support and maintenance. Children include step-children, adopted children, and foster children. If there is no person entitled to the Survivor Benefit living at the time of Your death, **we will not pay the Survivor Benefit**.

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REHABILITATION FEATURE

A Rehabilitation Program means a program of vocational rehabilitation *acceptable to Canada Life* that will lead to returning to work for the Employer or another employer.

Our rehabilitation specialists will make recommendations regarding Your vocational ability with the co-operation of Your Physician and other appropriate specialists. Canada Life will base the recommendation on *all* of the following:

- (a) the nature of Your condition; *and*
- (b) the expected length of Your Disability; *and*
- (c) Your education, training, and experience; *and*
- (d) Your work potential based on vocational assessments; *and*
- (e) time and expense related to returning to work; *and*
- (f) other factors related to Your own situation.

If the Rehabilitation Program is *not* developed by Us, You must receive *written approval from Canada Life* before You start the program.

If You participate in an approved Rehabilitation program, Canada Life may:

- (a) increase Your Monthly Income Benefit by 5% not to exceed the Maximum Benefit as shown in the Schedule of Insurance; *or*
- (b) reimburse the Policyholder 50% of Your Monthly Earnings during the first 3 months of employment; *or*
- (c) reimburse the Policyholder for reasonable modification/accommodation expense.

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CLAIM PROVISIONS

NOTICE OF CLAIM

You must give written notice to Canada Life of a claim within 30 days after the date You complete the Elimination Period. If this is not reasonably possible, You must give Canada Life the written notice as soon as it becomes reasonably possible. Such notice must include Your name, Your address and policy number. When Canada Life receives Your written notice, Canada Life will send You claims forms that You must complete.

PROOF OF DISABILITY

You must give Canada Life written Proof of Disability within 90 days after the end of the Elimination Period. If this is not reasonably possible, You must give Canada Life Proof of Disability as soon as it becomes reasonably possible, but not later than one year after the end of that 90 day period unless You lack legal capacity. If the Policy ends, You must give written notice and Proof of Disability for a Disability that began before the Policy ended within 90 days after the Policy ends.

Proof of Disability will include information from Your Physician about Your condition. You must authorize the release of Your medical information. You must give Canada Life any other information and items that Canada Life requires to support Your claim. Canada Life reserves the right to determine if Your Proof of Disability is satisfactory.

TIME OF PAYMENT OF CLAIM

When We receive satisfactory Proof of Disability, benefits payable under this Policy will be paid monthly during any period for which we are liable. Any balance which remains unpaid at the end of the period for which we are liable will be paid at that time.

EXAMINATIONS

Canada Life may require You to be examined at the expense of Canada Life by one or more Physicians, health care professionals, or vocational evaluators of Canada Life's choice. Canada Life may require examinations at any time and as often as reasonably necessary. Canada Life will deny or stop Monthly Income Benefits if You do not attend an examination or if You do not cooperate with the examiner. Additionally, Canada Life reserves the right to have the Eligible Employee interviewed by an authorized representative of Canada Life.

OUR RIGHT TO REQUIRE PROOF OF FINANCIAL LOSS

Canada Life has the right to require written *proof of financial loss*. This includes, but is not limited to:

1. statements of Pre-Disability Income;

2. statements of income received from All Sources while disabled;
3. evidence that due application has been made for all other available benefits;
4. tax returns, tax statements, and accountants' statements; *and*
5. any other proof Canada Life reasonably may require.

Canada Life may perform financial audits at the expense of Canada Life as often as it reasonably may require. Payment of benefits may be contingent upon the *proof of financial loss* being satisfactory to us.

PROOF OF CONTINUING DISABILITY

From time to time You must give proof satisfactory to Canada Life at Your expense that You are still Disabled. Canada Life will ask You for this proof at reasonable intervals. Canada Life will stop Monthly Income Benefits if You do not give proof satisfactory to Canada Life that You are still Disabled. Canada Life may investigate Your claim at any time.

IF YOUR CLAIM IS DENIED

If Canada Life wholly or partly denies Your claim, Canada Life will give You written notice of Canada Life's decision. Canada Life will:

1. tell You the specific reason or reasons for the denial; *and*
2. refer to the Policy provisions on which the denial is based; *and*
3. describe any additional information or documentation You must submit to support Your claim.

If You want Canada Life to review a denial, You must ask Canada Life in writing within 180 days after receiving notice of the denial. When You request a review, You may give Canada Life written comments and additional items to support Your claim. Canada Life will review Your claim after receiving Your written request. Canada Life will give You written notice of Canada Life's decision within 45 days after Canada Life receives Your request, or within 90 days if special circumstances make an extension necessary.

GDC97-44

GENERAL PROVISIONS

ASSIGNMENT

You cannot assign Your rights or benefits under the Policy.

CURRENCY

All payments made to or by Canada Life will be made in United States dollars.

CLASS MEMBERSHIP

You may only be Insured under one Class only at any time.

MISREPRESENTATION OF EMPLOYEE INSURANCE

Any statement You make in an application to become Insured is a representation and not a warranty. No representation made by You in an application to become Insured will be used to reduce or deny Your claim or contest the validity of Your Insurance unless:

- (a) your Insurance would not have been approved except for Your misrepresentation; *or*
- (b) your misrepresentation is contained in a written instrument signed by you; *or*
- (c) we give You or Your representative a copy of the written instrument that contains Your misrepresentation.

INCONTESTABILITY OF EMPLOYEE INSURANCE

After Your Insurance has been in force for twenty-four months, Canada Life will not use misrepresentations made by You in an application to become Insured to reduce or deny Your claim for a Disability beginning after the end of the two year period or to contest the validity of Your Insurance, unless the misrepresentations are fraudulent. This section does not prevent Canada Life from using at any time a defense based on:

- (a) non-payment of premium; *or*
- (b) any other provision of the Policy; *or*
- (c) any other defense that is allowed by law.

MISSTATEMENT OF AGE OR OTHER FACTS

If Your age or any other fact was misstated, Canada Life will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

ERRORS

You must be properly Insured under the Policy. An error or omission by the Plan Administrator or the Claims Administrator will not cause You to become Insured. An error or omission by the Plan Administrator or the Claims Administrator will not cancel Insurance that should continue nor continue Insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your Insurance to take effect.

AGENCY

The Employer and any administrator appointed by the Employer are not agents of Canada Life for any purpose. Canada Life is not liable for any of their acts or omissions.

CHANGES TO POLICY

This policy may be amended at any time by written agreement between the Policyholder and Canada Life without the consent of or notice to any other individual. Any amendment to this policy must be in writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of one or both of the President or Secretary of Canada Life.

If a person who is insured is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduced the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if this policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his Insurance during that same continuous period of Disability.

ENFORCEMENT OF POLICY TERMS

If at any time Canada Life does not enforce a provision of the Policy, Canada Life still retains its right to enforce that provision at its option after providing notice.

LEGAL ACTIONS

You may not begin a legal action until 60 days after You have given Canada Life written proof of claim. You may not begin a legal action more than 36 months after giving the proof of claim. If these time limits for legal actions are shorter than that required by the law of the Applicable Jurisdiction, the time limits will be extended to the minimum requirements of that law.

EFFECT ON WORKERS' COMPENSATION

The coverage provided by the Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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COUNTY OF SAN BERNADINO

GROUP LONG TERM DISABILITY PLAN

GDC97

CLASSES 3B&C

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STATEMENT TO INSURED

THE CANADA LIFE ASSURANCE COMPANY

HEAD OFFICE: 6201 POWERS FERRY RD., NW
ATLANTA, GEORGIA, 30339

HAS ISSUED

GROUP DISABILITY INCOME POLICY 40432 LTD

TO

COUNTY OF SAN BERNADINO

This Booklet-Certificate is issued to insured persons as evidence of their coverage. It explains the features of the group plan. Canada Life urges You to read it with care so that You will have a full understanding of the Plan and what it could mean to You and Your family.

This Booklet-Certificate takes the place of all certificates which may have been issued to You before. It is an important document and should be kept in a safe place. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. No clerical error will invalidate Your insurance coverage if it is otherwise validly in force.

Fraud:

It is a crime if, knowingly, and with intent to injure, You defraud or deceive Us, or provide any information that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim and are subject to prosecution and punishment to the full extent under state and/or federal law. Canada Life will pursue all appropriate legal remedies in the event of Insurance fraud.

GDC97-02

In the event that you need to contact someone about this insurance, you may contact the insurance company issuing this insurance at the following address and telephone number.

Group Customer Service Center
The Canada Life Assurance Company
6201 Powers Ferry Road
Atlanta, Georgia 30348
Telephone: (800) 554-4026

If discussions with us at The Canada Life Assurance Company fail to produce a satisfactory resolution to your problem, you may contact:

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, California 90013
(800) 927-4357

CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT
SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, as noted in the box below, and is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Arkansas Life and Health Insurance Guarantee Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

California Life and Health
Insurance Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, of if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of the insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this Guarantee Association if:

- * Their insurer was not authorized to do business in this state when it issued the policy or contract;
- * Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- * They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Association also does NOT provide coverage for:

- * Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- * Employer or association plans, to the extent they are self-funded or uninsured;
- * Synthetic guaranteed interest contracts;
- * Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- * Any policy of reinsurance unless an assumption certificate was issued;
- * Interest rate yields that exceed an average rate;
- * Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act also limits the amount the Association to pay benefits as follows:

- * 80% of what the life insurance company would owe under a life policy or annuity contract up to
- * \$100,000 in cash surrender values,
- * \$100,000 in present value of annuities, or
- * \$250,000 in life insurance death benefits.
- * A maximum of \$250,000 of for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

- * A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

SCHEDULE OF INSURANCE

Class:	Name: 3B&C
Description:	Exempt Associate County Administrator and Executive Assistant and other Exempt Employees.
Service Waiting Period:	The first day of the month coincident with or next following the completion of continuous employment provided that You were Actively at Work on Your last scheduled work day.
Benefit Percentage:	60%
Maximum Benefit:	\$3,000
Minimum Benefit:	At no time will Your benefit be less than \$100 per month unless otherwise provided under the terms and conditions of this policy.

Your Monthly Income Benefit helps to protect You from loss of income due to a Disability as defined in the Policy. Your Monthly Income Benefit is subject to maximums and to reductions by Your Income From Other Sources. Refer to the Amount of Monthly Income Benefit for Disability sections for details about how Your Monthly Income Benefit is calculated.

Elimination Period:	The <i>longer</i> of: a) 90 days: <i>or</i> b) until the expiry of any Employer sponsored short term disability benefits; or c) the date your accumulated sick leave, salary continuation or insured short term disability payments end, if applicable.
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Maximum Benefit Period:

AGE AT DATE DISABILITY COMMENCES	MAXIMUM BENEFIT PERIOD
Under 65	to age 65 (a minimum of 60 Monthly Income Benefit payments will be made).
65 to 68	to age 70 (a minimum of 12 Monthly Income Benefit payments will be made).
69 or over	12 Monthly Income Benefit payments

The Maximum Benefit Period is the *longer* of:

- (a) the period shown in the above table; *or*
- (b) until Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act.

Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act is determined by the year of Your birth, as follows:

Year of Birth	Normal Retirement Age
Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months
1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

Premium Contributions: Your coverage is contributory. This means You pay all or part of Your premium

You must read this Schedule of Insurance in conjunction with the rest of the Policy.

GDC97-03

DEFINITIONS

Below are the terms as defined in the Policy.

All male terms will include the female term, unless stated otherwise.

GENERAL DEFINITIONS

Accident means an occurrence causing Injury, damage or loss.

Actively at Work means that You are *either*:

- (a) actually performing Your normal duties, if it is a scheduled work day; *or*
- (b) capable of performing Your normal duties, if You are *not* at work due to a non-scheduled work day, holiday or vacation day;

at Your normal place of employment or at some other location where Your Employer's business requires You to be.

Annual Earnings are based on the premium amount received at the time Canada Life receives Proof of Your Disability.

Annual Earnings means Your annual gross base earnings. Annual Earnings excludes any income You receive such as but not limited to commissions, bonuses, dividends, overtime and profit sharing.

Appropriate Evaluation and Treatment means medical care and treatment that meets *all* of the following:

1. It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Disability; *and*
2. It is deemed medically necessary and appropriate to meet the needs of your Disability; *and*
3. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies; *and*
4. It is consistent with the diagnosis of Your condition; *and*
5. Its purpose is maximizing Your medical improvement and aiding in your return to work.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the index is discontinued or changed, another comparable index may be used by Us.

Disability means You have a Total Disability *or* a **Residual Disability** as defined in this Policy.

Disabled means You are Totally Disabled *or* **Residually Disabled** as defined in this Policy.

Effective Date means January 1st, 2002.

Eligible Employee means each eligible employee who works at least 30 hours per week for the employer on a regular basis. An Employee must be a legal citizen or resident of the United States or Canada. This does not include temporary, seasonal, or contract employees. An Employee who is not a citizen is ineligible for Insurance if he leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Elimination Period is the period that You must have been continuously Disabled before You may receive payments under the policy as outlined in the Schedule of Insurance. The Elimination Period begins on the day that You meet the Definition of Disability under this Policy. If You cease to be Disabled for 30 days or less during the Elimination Period, those days will not interrupt the Elimination Period and the Disability will be treated as continuous. You must serve the *full 90 day* Elimination Period within a total period equal to 120 days. Any day that You cease to be Disabled as defined under this Policy will not be considered to satisfy the Elimination Period.

Employer means the Policyholder.

Hospital or medical facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Indexed Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date You became disabled, increased by an index factor. The index factor adjustment will be made starting on the 13th benefit payment and on each anniversary of that date. The amount of each adjustment will be the *lesser* of:

- (a) 3%; or
- (b) the percentage increase in the CPI-W during the prior Calendar Year.

Injury means bodily injury caused by an Accident.

Insurance means the group long term disability income insurance coverage provided by the Policy.

Leave of Absence means an arrangement where You and the Employer agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If an Eligible Employee becomes Disabled while on Leave of Absence, Monthly Income Benefits will be based upon Monthly Earnings as last reported to Canada Life immediately prior to the beginning of the Leave of Absence.

Legal Residence means a place of permanent residence. This is a fixed place of residence which You intend to be Your home and to which You intend to return despite temporary residences elsewhere or temporary absences.

Material and Substantial Duties means duties that:

- a) are normally required for the performance of Your own or any occupation; *and*
- b) cannot be reasonably omitted or modified.

Monthly Earnings means Your Annual Earnings divided by 12.

Monthly Income Benefit means the *lesser* of:

- a) the amount of Your Pre-Disability Monthly Earnings multiplied by the Benefit Percentage; *or*
- b) the Maximum Benefit as shown in the Schedule of Insurance.

Monthly Income Payment means Your Monthly Income Benefit as calculated under the Amount of Monthly Income Payment provision.

No fault Auto Insurance means a motor vehicle plan or policy that pays benefits without regard to who was at fault in any motor vehicle Accident that occurs.

Own Occupation means the duties that You regularly performed for which You were covered under this Policy immediately prior to the date Your Disability began. The occupation may involve similar duties that could be performed with Your Employer or any other employer.

Physician means a qualified doctor of medicine, other than You or a member of Your family, who is both licensed by at least one state to practice medicine and who is providing You with appropriate medical care within the area of his or her medical training and qualifications.

Policy means the group long term disability income policy issued by Canada Life to the Policyholder and described by this Certificate.

Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date you became Disabled.

Pregnancy includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy. It also includes therapeutic abortions or complications arising from any abortion.

Prior Plan means a policy or plan of group long term disability income benefits which this Policy replaces and which was in force until the day before [January 1st, 2002](#).

Proof of Good Health means proof satisfactory to Canada Life of Your health and other information related to Your insurability that Canada Life uses to determine whether You can become Insured. This includes, but is not limited to, completion of the Proof of Good Health form, copies of Your Physician's consultation notes and narrative report completed by Your Physician.

Salary Continuation Plan means continued payments to You by Your Employer of all or part of Your Monthly Earnings after You become Disabled. This continued payment must be part of an established plan maintained by Your Employer for the benefit of all employees. Salary continuation does not include compensation paid to You by Your Employer for work You actually perform after Your Disability begins.

Sickness means an illness, disease, or pregnancy.

Social Security Plan means disability or retirement benefits that You, Your spouse or any of Your dependents have received or are eligible to receive because of Your Disability under:

1. the United States Social Security Act;
2. the Canada Pension Plan;
3. the Quebec Pension Plan;
4. any other Federal, State, provincial or local government act or law.

We, Us, and Our mean the insurer, Canada Life Assurance Company.

Work Earnings means Your gross Monthly Earnings from work You perform while Disabled, including Earnings from Your Employer, any other employer or self-employment. If You are paid in a lump sum or on a basis other than monthly, Canada Life will prorate Your Work Earnings over the period of time to which they apply. If no period of time is stated, Canada Life will use a reasonable period of time. Work Earnings will not include any renewal commissions, overriding renewal commissions, or service fees received on business sold before You became Disabled.

You and Your mean an Eligible Employee.

Other terms are defined elsewhere in the Policy.

GDC97-04

DEFINITION OF DISABILITY AND DISABLED

Totally Disabled and Total Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness You meet *all* of the following:

- a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, Totally Disabled and Total Disability mean because of an Injury or Sickness, *all* of the following are true:

- a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

Residually Disabled and Residual Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness, You meet *all* of the following:

- (a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 80% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, **Residually Disabled and Residual Disability** mean because of an Injury or Sickness, *all* of the following are true:

- (a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 60% of Your Indexed Pre-Disability Monthly Earnings.

The loss of a professional license, occupational license or certification does not in itself mean You are Disabled.

Your loss of earnings must be a direct result of Your Sickness, Pregnancy or Injury. Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

GDC97-05

RECURRENT DISABILITY

Recurrent Disability means a Disability which has the same cause as the original Disability and begins after you have returned to work for less than 6 months.

Canada Life will treat the Recurrent Disability as part of the original Disability, subject to *all* of the following:

- (a) You will not have to satisfy a new Elimination Period if You have already satisfied the Elimination Period with Canada Life for the original Disability; *and*
- (b) Any benefit payments will be subject to the terms of this policy for the original Disability; *and*

- (c) You remain continuously insured under this Policy for the period between the original Disability and the recurrent Disability.

Any disability that does not have the same cause as the original Disability that occurs during the 6 month period will be treated as a new Disability and You must satisfy a new Elimination Period.

If the Recurrent Disability begins more than 6 months after the end of the original Disability, You must satisfy a new Elimination Period.

You will not receive benefits under this provision if You are entitled to receive benefits under any other group long term disability income policy or plan.

CONCURRENT DISABILITY

If a new Disability occurs while Monthly Income Benefits are payable, it will be treated as part of the same period of Disability and is subject to *both* of the following:

1. The Maximum Benefit Period; *and*
2. Exclusions and Limitations provisions.

GDC97-12

BECOMING INSURED

WHEN YOUR INSURANCE BEGINS

If *You pay all or part* of the premium for Your Insurance, Your Insurance begins on the first day You are Actively at Work coincident with or following *one* of the dates below:

1. If Your application to become insured is completed *on or before the earliest date* on which You may become insured, Your Insurance will take effect on that earliest date; *or*
2. If Your application to become insured is completed *no more than 30 days* after the earliest date on which You may become insured, Your Insurance will take effect on the date on which Your application has been completed; *or*
3. If Your application to become insured is completed *more than 30 days* after the earliest date on which You may become insured, Your Insurance will take effect on the date on which Canada Life has, in writing, either approved Proof of Good Health or waived, in writing, such requirement. Any Proof of Good Health must be provided without expense to us.

If You are required to give Proof of Good Health for all or a portion of Your Insurance, that Insurance for which Proof of Good Health is required begins on the date Canada Life approves Your Proof of Good Health.

BECOMING INSURED AGAIN AFTER YOUR INSURANCE ENDS

You may become insured again under the Group Policy after Your Insurance ends because You leave employment with Your Employer. The general rule is that You may become insured again on the same basis as an Eligible Employee as provided in the Becoming Insured section. However, the following special rules apply if You leave employment with Your Employer and are rehired,

1. *within twelve months* of the date your Insurance ended and You *meet the definition of an Eligible Employee*, You do not need to satisfy a new Service Waiting Period; *or*
2. *within twelve months* of the date your Insurance ended and You *do not meet the definition of an Eligible Employee*, all periods of full-time work may be used to satisfy a new Service Waiting Period; *or*
3. *more than twelve months* after the date Your Insurance ended, any past periods of work will not be used to determine the date that you satisfy the new Service Waiting Period.

Delayed Effective Date for Your Insurance

If You are not Actively at Work on the date Your Insurance would otherwise begin, Your Insurance begins on the date You are again Actively at Work.

ENROLLMENT

You must enroll for Your Insurance if You pay all or part of the premium. You must agree to pay the required premium and complete and sign a group enrollment form that is satisfactory to Us.

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CHANGES IN INSURANCE

CHANGE IN CLASS OR MONTHLY EARNINGS

The amount of Your Monthly Income Benefit may change if:

- (a) You become a member of a different Class; *or*
- (b) the amount of Your Monthly Earnings changes; *and*
- (c) Your Employer tells Canada Life in writing about a change in Class or a change in the amount of Monthly Earnings no later than 31 days after the change occurs; *and*
- (d) the premium paid is based on the change.

If the change would *decrease* Your amount of Insurance, the decrease takes effect on the date of the change.

If the change would *increase* Your amount of Insurance, the increase takes effect on the first day of the month following or coincident with the first day You are Actively at Work following the *later*

of the date:

- (a) the change occurs; *or*
- (b) Canada Life approves Your Proof of Good Health, if You are required to give Proof of Good Health.

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WHEN YOUR INSURANCE ENDS

Your Insurance will end on the *earliest* of the date:

1. the Policy is canceled; *or*
2. You cease to be a member of a Class defined on the Schedule of Insurance; *or*
3. the Policy is changed to end the Insurance for Your Class; *or*
4. that is the last day of the period for which premium was paid, if a premium is not paid when due; *or*
5. You retire; *or*
6. You die; *or*
7. Your Monthly Income Benefits end, if You are not again Actively at Work; *or*
8. You start full-time active duty with the armed forces of any country or international organization; *or*
9. You cease to be an Eligible Employee as defined in the Definitions of this policy; *or*
10. The end of the month following the month You cease to be Actively at Work due to an Injury or Sickness for which you do not receive Monthly Income Benefits.
11. You request, in writing, for Your Insurance to be terminated.
12. You cease to be Actively at Work. However, Your Employer may continue Your Insurance (unless it ends due to any of the above reasons) during the following periods:
 - (a) until the end of the month following the month You cease to be Actively at Work due to a temporary lay-off;
 - (b) until the end of the month following the month You cease to be Actively at Work due to a Leave of Absence;
 - (c) until the end of the month following the month You cease to be Actively at Work due to Your being called to active duty as a reservist with the Armed Forces Reserve;
 - (d) during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

After Canada Life determines that You are Disabled, Your Monthly Income Benefits *will not* be affected by:

1. termination or cancellation of the Employer's plan; *or*
2. termination of Your coverage; *or*
3. any amendment that is effective after the date You are Disabled.

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INCOME FROM OTHER SOURCES

As set out in the Amount of Monthly Income Benefit for Disability sections, Canada Life takes into account the total of all Your Income From Other Sources in determining the amount of Your Monthly Income Benefit. Your Income From Other Sources is any amounts that You receive as a result of Your Disability from the following:

1. Any amounts from the Employer as commissions, severance allowance, sick pay. Work Earnings and Rehabilitative Benefits will not be used to reduce Your Monthly Income Benefit except as described in any applicable Income Offset Method, Proportionate Method and Rehabilitation Feature.
2. Any amounts from a retirement or pension plan for which **any** Employer has paid any part of the cost, except for the portion of the benefits that represent Your contribution to the plan. The following *are not* considered to be retirement plans:
 - a) profit sharing plans;
 - b) thrift or savings plans;
 - c) non-qualified plans of deferred compensation;
 - d) plans under IRC Section 401(k) or 457;
 - e) individual retirement accounts (IRA);
 - f) tax sheltered annuities (TSA) under IRC Section 403 (b);
 - g) stock ownership plans; or
 - h) Keogh (HR-10) plans.
3. Any amounts from other valid coverage of which we did not receive written notification prior to Your Disability. Other valid coverage is coverage not with Canada Life, providing benefits for loss of income for Your Disability. The following are considered to be other valid coverage:
 - a) any amounts from another group disability insurance policy or plan for which the Employer has paid any part of the cost:
 - b) any amounts from another group insurance policy for which the Employer has paid

any part of the cost. A group Insurance policy is one which the Employer contributes toward or makes payroll deduction for *any* of the following:

- i) other group health insurance policies to the extent that they provide benefits for loss of time from work due to disability; *and*
 - ii) a group life policy that provides installment payments for permanent total disability.
- 4. Any amounts under a Workers' Compensation law, an occupational disease law, or any similar act or law.
- 5. *After You have received 12 Monthly Income Benefit payments for Injury or Sickness*, any amounts because of Your disability or retirement under the United States Social Security Act or under any similar plan or act, including similar plans or acts in other countries. This includes *any* amounts from these sources because of Your disability or retirement that
 - a) You receive, are entitled to receive or would have been eligible to receive upon making timely application because of Your disability or retirement.
 - b) are available with respect to Your spouse and dependents (regardless of marital status or their place of Legal Residence) because of Your disability or retirement. If You are divorced or legally separated, benefits paid directly to Your dependents will be considered.
- 6. Where allowed under state law, any amounts for loss of income under No-fault Auto Insurance.
- 7. Any amounts for loss of income from a compromise, settlement, or damages whether disputed or undisputed.
- 8. Any amounts from the Maritime Maintenance and Cure (Jones Act).
- 9. Any amounts from any Unemployment Insurance Law or Program.
- 10. Any amounts as loss of income awards or loss of income settlements involving liability insurance or court actions.
- 11. Any amounts from the Employer as a salary continuation plan. Canada Life will not offset until Your Monthly Income Benefit plus Income from Other Sources plus the amount You receive as a salary continuation plan exceed 100% of Indexed Pre-Disability Monthly Income.

COST OF LIVING FREEZE IN INCOME FROM OTHER SOURCES

After Your Monthly Income Benefit is reduced, it is not subject to further reductions based on cost of living increases provided that the increase becomes effective while You are disabled and eligible to receive the Income from Other Sources.

Rules for Income From Other Sources

You must apply for all the Income From Other Sources for which You are eligible and do what is needed to obtain them. If Your Social Security plan application is denied, Canada Life will assist you in appealing the decision by the Social Security plan to a level satisfactory to us.

As part of Your Proof of Disability, Canada Life requires that You furnish evidence to Canada Life that You have duly applied for all Income From Other Sources for which You are or may become eligible. This includes:

1. making the application for such benefits; *and*
2. if Your initial application is denied, and Canada Life so recommends, making any and all available appeals.

Canada Life must receive written proof that all available appeals have been exhausted.

Estimate of Potential Income From Other Sources (or other Disability Benefits)

Until you have given written proof to Canada Life that all available appeals have been exhausted, Canada Life may:

1. estimate Your monthly Income from Other Sources; *and*
2. reduce the Monthly Income Benefit payment by that amount.

If Canada Life reduces Your benefit on this basis, and if all of Your appeals are denied, Canada Life will restore the reduced amounts to You in one payment.

With proper authorization from You and your Physician, Canada Life will give You or Your legal representative information from Canada Life's claim file to assist in any appeal of denied disability or retirement benefits.

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AMOUNT OF MONTHLY INCOME PAYMENT

Canada Life determines the amount of Your Monthly Income Payment for Total Disability as follows:

Calculate the value of E as follows:

<p>A Multiply the Benefit Percentage shown . on the Schedule of Insurance for the option for which you are insured.</p>	<p>_____ %</p>
<p><i>Times</i></p>	
<p>Your Pre-Disability Monthly Earnings</p>	<p>X _____</p>
<p>Answer:</p>	<p>A = _____</p>
<p>B. The Maximum Benefit shown on the Schedule of Insurance for the option for which you are insured:</p>	<p>B = _____</p>
<p>C. The smaller of A or B:</p>	<p>C = _____</p>
<p>D Total all of Your Income from Other . Sources:</p>	<p>D = _____</p>
<p>E. Subtract D from C:</p>	
<p>(C) _____ - (D) _____</p>	
<p>Answer:</p>	<p>E = _____</p>

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Income Offset Method

Canada Life determines the amount of Your Monthly Income Benefit for Residual Disability as follows:

Calculate the value of F as follows:

A	Multiply the Benefit Percentage shown on the Schedule of Insurance for the option for which you are insured.	_____ %
	<i>Times</i>	
	Your Pre-Disability Monthly Earnings	X _____
	Answer:	A = _____
B.	The Maximum Benefit shown on the Schedule of Insurance for the option for which you are insured:	B = _____
C.	The smaller of A or B:	C = _____
D	You will subtract a percentage of Work Earnings as follows: For the first 12 monthly payments 0% For the next 12 monthly payments 25% For the remaining monthly payments 50%	
	The calculation is as follows:	
	The percentage from above:	_____ %
	<i>Times</i>	
	Work Earnings	X _____
	Answer:	D = _____
E.	Total all of Your Income from Other Sources:	E = _____
F.	Subtract D and E from C: (C) _____ - (D) _____ - (E) _____	F = _____

Calculate the value of J as follows:

G.	Your Pre-Disability Monthly Earnings:	G = _____
H.	Total all of Your Income from Other Sources:	H = _____
I.	Your Work Earnings	I = _____
J.	Subtract H and I from G: (G) _____ - (H) _____ - (I) _____	J = _____

Your Monthly Income Payment equals the smaller of F or J as calculated above.

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As long as Canada Life has not made an overpayment, Your Monthly Income Payment will not be less than the Minimum Benefit as shown on the Schedule of Insurance.

You can not receive a Monthly Income Benefit for Total Disability and a Monthly Income Benefit for Residual Disability at the same time.

Any time the total of:

- (a) the Monthly Income Payment that You are receiving from this Policy; *and*
- (b) Income from Other Sources; *and*
- (c) any Work Earnings;

exceeds 100% of Indexed Pre-Disability Monthly Earnings, then the Monthly Income Benefit under this Policy will be reduced so that the total Monthly Income Benefit from all such sources does not exceed 100% of the Indexed Pre-Disability Monthly Earnings.

Monthly Income Benefits are paid monthly in arrears. Monthly Income Benefits are rounded to the nearest dollar.

PRORATION

Any Monthly Income Benefit payable for less than a month will be prorated based on a 30-day month. The prorated amount may be less than the Minimum Benefit.

Underpayments and Overpayments

If Canada Life determines that you have been paid less than You are entitled to, Canada Life will pay You the difference in one lump sum. If Canada Life determines that You have been paid more than You are entitled to, You must reimburse Canada Life in one lump sum.

If You do not reimburse Us, Canada Life may reduce or suspend Your Monthly Income Benefits each month until the lump sum has been exhausted or take other legal steps to recover the overpayment. If Canada Life reduces Your Monthly Income Benefit, the Monthly Income Benefit may be less than the Minimum Benefit shown in the Schedule of Insurance.

Awards of Damages

You will be required to reimburse Canada Life for any benefits Canada Life pays to You if *both* of the following conditions are met:

1. Benefits are paid or payable under this policy with respect to You; *and*
2. You have a right to and do recover damages for loss of income from any person, organization, or legal entity that is or may be liable for any Injury, Accident, Sickness or other event giving rise directly or indirectly, to the Disability for which benefits are payable.

The term damages will include any lump sum or periodic payments with respect to past present or future loss of income.

If the damages you are awarded, when added to the benefits paid under this plan, exceed 100% of Your lost income, You must reimburse Us for the amount that exceeds 100% of Your lost income. The amount You must reimburse will not be more than the benefits paid under this Policy.

If You receive damages in one or more lump sum payments instead of in monthly payments, the reimbursement amount will be based on the amount of the award. You must provide satisfactory proof of the award to Canada Life, or We will reasonably estimate the amount to be reimbursed.

Right of Reimbursement

Your lawyer may represent Canada Life's rights of reimbursement. However, Canada Life reserves the right to:

1. Appoint another lawyer to act on the behalf of Canada Life; *and*
2. Commence an action to pursue Canada Life's rights of reimbursement directly against a third party. You agree to fully co-operate with Canada Life in pursuing Canada Life's claim against the third party.

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EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION EXCLUSION

No amount of Monthly Income Benefit will be payable for any disability which is caused by, contributed to by, or resulting from a Pre-Existing Condition. A Pre-Existing Condition is any Injury, disease, Sickness, Pregnancy or mental disorder for which You did *any* of the following within *90 days* prior to the date on which You became insured under this policy:

1. visited or consulted a physician, hospital or medical facility *or*
2. took clinical tests or received treatment. This includes (but is not limited to) taking pills, injections or other medication to treat any condition.

This exclusion will not apply if the Elimination Period for the disability begins after You have been Insured under this policy for at least *12 months*.

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GENERAL EXCLUSIONS

Canada Life *does not* pay Monthly Income Benefits if Your Disability is caused by or related to *any* of the following:

1. Intentional self-inflicted injury while sane or insane.
2. An act or Accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
3. Taking part in a riot or civil commotion.
4. Committing or attempting to commit a felony, or engaging in an unlawful act or illegal

occupation, or committing or provoking an unlawful act.

5. Committing or attempting to commit an assault.
6. Any Sickness or Injury arising in the course of any occupation or employment for which You receive benefits under any Workers' Compensation Act or similar law.

Canada Life *does not* pay Monthly Income Benefits for any of the following:

1. Any period while You are no longer receiving Appropriate Evaluation and Treatment from a Physician.
2. With respect to mental disorder, any period while You are not under the continuing care of a Physician specializing in psychiatric care or a designated medical practitioner approved by an appropriate body in the governing jurisdiction, or, if none by Us.
3. With respect to alcoholism and/or drug addiction, any period while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us.
4. Any period in which You unreasonably fail to submit to any medical examination requested by Us.
5. Any period that You are confined to a penal or correctional institution.
6. When You have applied for Monthly Income Benefits under fraudulent circumstances and these circumstances resulted in a conviction of fraud.
7. Any period that any other requirement of the Policy is not met.

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DISABILITY LIMITATIONS

Mental Illness, Alcoholism, Substance Dependency

Payment of Monthly Income Benefits is limited to a maximum of **24 months during Your lifetime** for Disability caused by or related to *any* of the following:

- (a) Mental Illness *or*
- (b) Alcoholism *or*
- (c) Substance Dependency

This is not a separate maximum for each condition or for each period of Disability. This is a combined maximum for all periods of Disability and for all of these conditions.

However, if You are confined to a Hospital because of Disability after the end of the 24 months Canada Life will pay Monthly Income Benefits during Your confinement and for up to 60 days after You are discharged if You are still Disabled.

If within 60 days after You are discharged You are re-confined for at least 10 consecutive days because of the same Disability, then Canada Life will pay Monthly Income Benefits during Your re-confinement and for up to 60 days after You are discharged if You are still Disabled and for one additional recovery period up to 90 days.

Payment of Monthly Income Benefits will end earlier than stated above subject to the conditions of the When Your Monthly Income Benefits End section.

Mental Illness means a mental, nervous, stress-related, behavioral, or emotional disease or disorder of any type and resulting from any cause, including organic causes.

Alcoholism means an addictive relationship or pattern of use of alcohol.

Substance Dependency means an addictive relationship or pattern of use of drugs, chemicals, or similar substances.

WHEN YOUR MONTHLY INCOME BENEFITS END

Monthly Income Benefits end on the *earliest* of the date:

1. You are no longer Disabled as defined in the Definition of Disability provision; *or*
2. You are no longer receiving Appropriate Evaluation and Treatment from a Physician; *or*
3. that the Maximum Benefit Period ends; *or*
4. set out under the Disability Limitations section, if that section applies; *or*
5. of Your death; *or*
6. that Canada Life asks You for proof that You are still Disabled if Canada Life does not receive proof of disability within a reasonable period of time; *or*
7. that Canada Life asks You for details about Your Income From Other Sources, if You do not give Canada Life details within 31 days of Canada Life's request; *or*
8. that Canada Life asks You to be examined by:
 - a) a Physician; *or*
 - b) health care professional; *or*
 - c) vocational evaluator;

of Canada Life's choice, if You do not reasonably cooperate with the examiner or if You unreasonably decline to attend the examination; or

9. that You work, unless You are **Residually Disabled** and working in Rehabilitative Employment as part of a Rehabilitation Program approved by us; *or*
10. that You cease to reside in the United States or Canada; *or*
11. that any other requirement of the Policy is not met; *or*
12. with respect to mental disorder, any period while You are not under the continuing care of a Physician specializing in psychiatric care; *or*
13. with respect to alcoholism and/or drug addiction, any period while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us; *or*
14. any period in which You fail to submit any medical information requested by Us; *or*
15. any period that You are confined to a penal or correctional institution.
16. You have applied for Monthly Income Benefits under fraudulent circumstances.

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BENEFITS AFTER POLICY CANCELLATION

Cancellation of the Policy does not by itself affect Your right to receive Monthly Income Benefits for a Disability that begins while You were Insured. You must continue to comply with all requirements set out in the Policy.

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PREMIUM WAIVER

Canada Life does not require premiums to be paid for the period during which You are eligible to receive Monthly Income Benefits. Premium payments will be required after Your Monthly Income Benefits end if You continue to be Insured. If Your claim is admitted by Us, premium will be refunded retroactively through the Elimination Period.

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CONTINUITY OF COVERAGE UPON CHANGE OF INSURERS

In order to prevent loss of coverage when this policy replaces a group disability policy Your Employer had in force with another insurer within 60 days of termination of the prior policy, Canada Life will provide coverage in accordance with the following provisions.

Benefits for a Disability due to a Pre-Existing Condition may be payable to You provided:

- (a) you were insured under the Prior Plan on the last day before the Effective Date of this group policy; *and*
- (b) you were continuously insured under the group policy from the Effective Date of this Group Policy through the date the Pre-Existing Condition became disabling; *and*
- (c) benefits would have been payable under the prior plan if the prior plan had remained in force, taking into consideration the Pre-Existing Condition Exclusion or Limitation, if any, of the prior plan.

If the above conditions are met, the benefit Canada Life pays will be the Monthly Income Benefit payable under this Policy. These benefits will be reduced by the amount of any benefits for which the prior insurer is liable.

Any payment Canada Life makes will be reduced by any payments made for the same Disability under the Prior Plan.

If You cannot satisfy the above conditions and You were covered under the plan that This Plan replaced at the time of transfer, benefits may be payable under This Plan. Canada Life will give consideration towards the continuous time You were covered under the Prior Plan and This Plan. If You then satisfy the above conditions, the maximum Monthly Income Benefit Payable under This Plan will not exceed the lesser of (i) the Monthly Income Benefit under This Plan; and (ii) the Monthly Income Benefit under the Prior Plan.

Payments will cease on the *earlier* of:

- a) the date benefits cease under this Policy; *or*
- b) the date benefits would have ceased under the Prior Plan.

The applicable Pre-Existing Condition Exclusion or Limitation will apply for the amount of Monthly Income Benefits in excess of the Monthly Income Benefit provided by the Prior Plan on

the last day before the Effective Date of this group policy.

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SURVIVOR BENEFIT (LUMP SUM VERSION)

If You die while You are receiving Monthly Income Benefits, Canada Life will pay a single lump-sum Survivor Benefit. Canada Life must receive proof of Your death.

The Survivor Benefit equals 3 times the **Monthly Income Benefit**. Any Survivor Benefit will be applied first to reduce any outstanding overpayment of Monthly Income Payments.

Canada Life will pay the Survivor Benefit to Your legal spouse, if living. If Your spouse is not living, Canada Life will pay the Survivor Benefit divided into equal shares to Your children. Children must be under age 21, unmarried, and dependent on You for support and maintenance. Children include step-children, adopted children, and foster children. If there is no person entitled to the Survivor Benefit living at the time of Your death, **we will not pay the Survivor Benefit**.

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REHABILITATION FEATURE

A Rehabilitation Program means a program of vocational rehabilitation *acceptable to Canada Life* that will lead to returning to work for the Employer or another employer.

Our rehabilitation specialists will make recommendations regarding Your vocational ability with the co-operation of Your Physician and other appropriate specialists. Canada Life will base the recommendation on *all* of the following:

- (a) the nature of Your condition; *and*
- (b) the expected length of Your Disability; *and*
- (c) Your education, training, and experience; *and*
- (d) Your work potential based on vocational assessments; *and*
- (e) time and expense related to returning to work; *and*
- (f) other factors related to Your own situation.

If the Rehabilitation Program is *not* developed by Us, You must receive *written approval from Canada Life* before You start the program.

If You participate in an approved Rehabilitation program, Canada Life may:

- (a) increase Your Monthly Income Benefit by 5% not to exceed the Maximum Benefit as shown in the Schedule of Insurance; *or*
- (b) reimburse the Policyholder 50% of Your Monthly Earnings during the first 3 months of employment; *or*
- (c) reimburse the Policyholder for reasonable modification/accommodation expense.

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CLAIM PROVISIONS

NOTICE OF CLAIM

You must give written notice to Canada Life of a claim within 30 days after the date You complete the Elimination Period. If this is not reasonably possible, You must give Canada Life the written notice as soon as it becomes reasonably possible. Such notice must include Your name, Your address and policy number. When Canada Life receives Your written notice, Canada Life will send You claim forms that You must complete.

PROOF OF DISABILITY

You must give Canada Life written Proof of Disability within 90 days after the end of the Elimination Period. If this is not reasonably possible, You must give Canada Life Proof of Disability as soon as it becomes reasonably possible, but not later than one year after the end of that 90 day period unless You lack legal capacity. If the Policy ends, You must give written notice and Proof of Disability for a Disability that began before the Policy ended within 90 days after the Policy ends.

Proof of Disability will include information from Your Physician about Your condition. You must authorize the release of Your medical information. You must give Canada Life any other information and items that Canada Life requires to support Your claim. Canada Life reserves the right to determine if Your Proof of Disability is satisfactory.

TIME OF PAYMENT OF CLAIM

When We receive satisfactory Proof of Disability, benefits payable under this Policy will be paid monthly during any period for which we are liable. Any balance which remains unpaid at the end of the period for which we are liable will be paid at that time.

EXAMINATIONS

Canada Life may require You to be examined at the expense of Canada Life by one or more Physicians, health care professionals, or vocational evaluators of Canada Life's choice. Canada Life may require examinations at any time and as often as reasonably necessary. Canada Life will deny or stop Monthly Income Benefits if You do not attend an examination or if You do not cooperate with the examiner. Additionally, Canada Life reserves the right to have the Eligible Employee interviewed by an authorized representative of Canada Life.

OUR RIGHT TO REQUIRE PROOF OF FINANCIAL LOSS

Canada Life has the right to require written *proof of financial loss*. This includes, but is not limited to:

1. statements of Pre-Disability Income;
2. statements of income received from All Sources while disabled;
3. evidence that due application has been made for all other available benefits;
4. tax returns, tax statements, and accountants' statements; *and*
5. any other proof Canada Life reasonably may require.

Canada Life may perform financial audits at the expense of Canada Life as often as it reasonably may require. Payment of benefits may be contingent upon the *proof of financial loss* being satisfactory to us.

PROOF OF CONTINUING DISABILITY

From time to time You must give proof satisfactory to Canada Life at Your expense that You are still Disabled. Canada Life will ask You for this proof at reasonable intervals. Canada Life will stop Monthly Income Benefits if You do not give proof satisfactory to Canada Life that You are still Disabled. Canada Life may investigate Your claim at any time.

IF YOUR CLAIM IS DENIED

If Canada Life wholly or partly denies Your claim, Canada Life will give You written notice of Canada Life's decision. Canada Life will:

1. tell You the specific reason or reasons for the denial; *and*
2. refer to the Policy provisions on which the denial is based; *and*
3. describe any additional information or documentation You must submit to support Your claim.

If You want Canada Life to review a denial, You must ask Canada Life in writing within 180 days after receiving notice of the denial. When You request a review, You may give Canada Life written comments and additional items to support Your claim. Canada Life will review Your claim after receiving Your written request. Canada Life will give You written notice of Canada Life's decision within 45 days after Canada Life receives Your request, or within 90 days if special circumstances make an extension necessary.

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GENERAL PROVISIONS

ASSIGNMENT

You cannot assign Your rights or benefits under the Policy.

CURRENCY

All payments made to or by Canada Life will be made in United States dollars.

CLASS MEMBERSHIP

You may only be Insured under one Class only at any time.

MISREPRESENTATION OF EMPLOYEE INSURANCE

Any statement You make in an application to become Insured is a representation and not a warranty. No representation made by You in an application to become Insured will be used to reduce or deny Your claim or contest the validity of Your Insurance unless:

- (a) your Insurance would not have been approved except for Your misrepresentation; *or*
- (b) your misrepresentation is contained in a written instrument signed by you; *or*
- (c) we give You or Your representative a copy of the written instrument that contains Your misrepresentation.

INCONTESTABILITY OF EMPLOYEE INSURANCE

After Your Insurance has been in force for twenty-four months, Canada Life will not use misrepresentations made by You in an application to become Insured to reduce or deny Your claim for a Disability beginning after the end of the two year period or to contest the validity of Your Insurance, unless the misrepresentations are fraudulent. This section does not prevent Canada Life from using at any time a defense based on:

- (a) non-payment of premium; *or*
- (b) any other provision of the Policy; *or*
- (c) any other defense that is allowed by law.

MISSTATEMENT OF AGE OR OTHER FACTS

If Your age or any other fact was misstated, Canada Life will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

ERRORS

You must be properly Insured under the Policy. An error or omission by the Plan Administrator or the Claims Administrator will not cause You to become Insured. An error or omission by the Plan Administrator or the Claims Administrator will not cancel Insurance that should continue nor continue Insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your Insurance to take effect.

AGENCY

The Employer and any administrator appointed by the Employer are not agents of Canada Life for any purpose. Canada Life is not liable for any of their acts or omissions.

CHANGES TO POLICY

This policy may be amended at any time by written agreement between the Policyholder and Canada Life without the consent of or notice to any other individual. Any amendment to this policy must be in writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of one or both of the President or Secretary of Canada Life.

If a person who is insured is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduced the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if this policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his Insurance during that same continuous period of Disability.

ENFORCEMENT OF POLICY TERMS

If at any time Canada Life does not enforce a provision of the Policy, Canada Life still retains its right to enforce that provision at its option after providing notice.

LEGAL ACTIONS

You may not begin a legal action until 60 days after You have given Canada Life written proof of claim. You may not begin a legal action more than 36 months after giving the proof of claim. If these time limits for legal actions are shorter than that required by the law of the Applicable Jurisdiction, the time limits will be extended to the minimum requirements of that law.

EFFECT ON WORKERS' COMPENSATION

The coverage provided by the Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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